

THE TOWNSHIP OF LYNDHURST

REQUEST FOR PROPOSALS

The Township of Lyndhurst is soliciting Proposals from interested persons and/or firms for the provision of the services set forth below. Through a Request for Proposals ("RFP") process, persons and/or firms interested in assisting the Township with the provision of such services must prepare and submit a Proposal in accordance with the procedure and schedule in the RFP. The Township will review Proposals only from those firms that submit a Proposal which includes all the information required to be included as described in the sole judgment of the Township. The Township intends to qualify persons and/or firms that (a) possess the financial and physical capabilities to provide the proposed services, and (b) agree and meet the terms and conditions determined by the Township that provide the greatest benefit to the taxpayers of Lyndhurst.

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 Township has structured a procurement process that seeks to obtain the desired results, while establishing a competitive process, to assure that each person and/or firm is provided an equal opportunity to submit a Proposal in response to the RFP. The factors to be considered by the Township include, but are not limited to: (i) experience and reputation with regard to the service; (ii) ability to perform the service, (iii) economic benefit to the Township; (iv) any other factors demonstrated to be in the best interest of the Township.

Instruction and Proposal documents may be picked up at the Office of the Township Clerk, 367 Valley Brook Avenue, Lyndhurst, New Jersey 07071. In no event will the Township Clerk mail, fax, or email the Instruction and Proposal documents to prospective Respondents. Completed Proposals must be submitted to, and be received by, Ms. Helen Polito, Township Clerk, 367 Valley Brook Avenue, Lyndhurst, New Jersey 07071 on or before 10:00 a.m. on Thursday, April 7, 2011. Respondents are instructed to label the outside of the envelope or package to the effect that the enclosure consists of a Proposal, in response to this RFP. Proposals will not be accepted by facsimile transmission or email. The responses will be opened at 10:00 a.m. on Thursday, April 7, 2011 in the Office of the Township Clerk.

The services for which the Township seeks Proposals are:

FOOD CONCESSION SERVICES FROM QUALIFIED CONCESSIONAIRES FOR THE OPERATION OF THE CONCESSION STAND AT TOWN HALL PARK, LYNDHURST, NEW JERSEY FOR THE 2011 PARK SEASON, AND POSSIBLY ONE OR TWO ADDITIONAL SEASONS IN 2012 AND 2013 AT THE OPTION OF THE TOWNSHIP.

The Instructions for Proposals are filed in the office of Mrs. Helen Polito, Township Clerk, 367 Valley Brook Avenue, Lyndhurst, New Jersey 07071, and may be inspected by prospective Respondents during regular business hours.

Completed Proposals must be submitted in the manner designated above, must be enclosed in sealed envelopes bearing the name and address of the Respondent, and the name of the service on the outside, addressed to the Township of Lyndhurst.

**BY ORDER OF THE MAYOR AND BOARD OF COMMISSIONERS OF THE
TOWNSHIP OF LYNDHURST.**

Helen Polito, Township Clerk

NOTE: The Township of Lyndhurst will consider proposals only from firms or organizations that have demonstrated the capability and willingness to provide high quality services in the manner described in this Request for Proposals.

REQUEST FOR PROPOSALS

FOR THE PROVISION OF

CONCESSION SERVICES FOR THE CONCESSION STAND AT TOWN HALL PARK

FOR THE 2011 PARK SEASON
AND OPTIONAL PARK SEASONS FOR 2012 AND 2013

ISSUE DATE: March 17, 2011

DUE DATE: April 7, 2011

Issued by:

Township of Lyndhurst

GLOSSARY

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

“Township” – refers to the Township of Lyndhurst.

“Proposal” – refers to the complete responses to this RFP submitted by the Respondents.

“Qualified” or “Qualified Respondent” – refers to those Respondents who, in the sole judgment of the Township, have satisfied the qualification criteria set forth in this RFP.

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

“Respondent” or “Respondents” – refers to the interested firms that submit a Proposal.

“Concessionaire” or “Contractor” – the successful Respondent to whom a license agreement for concession services will be awarded.

SECTION 1

INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction and Purpose.

The Township is soliciting Proposals from interested persons and/or firms for the provision of concession services, as more particularly described herein. Through a Request for Proposal process described herein, persons and/or firms interested in assisting the Township with the provision of such services must prepare and submit a Proposal in accordance with the procedure and schedule in this RFP. The Township will review Proposals only from those firms that submit a Proposal which includes all the information required to be included as described herein in the sole judgment of the Township. The Township intends to qualify persons and/or firms that (a) possess the ability to provide the proposed services, and (b) will agree to provide the greatest benefit to the Township.

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 Township has structured a procurement process that seeks to obtain the desired results described above, while establishing a competitive process to assure that persons and/or firms are provided an equal opportunity to submit a Proposal in response to the RFP. Proposals will be evaluated in accordance with the criteria set forth in this RFP, which will be applied in the same manner to each Proposal received.

Proposals will be reviewed and evaluated by the Township Attorney with the assistance of the Township's Projects Consultant, Purchasing Associate and Township Clerk (the "Review Committee"). The Proposals will be reviewed to determine if the Respondent has met the minimum requirements described in this RFP. Under no circumstances will a member of the Review Committee review responses to an RFP for a contract which they or their firm submitted a response. Based upon the totality of the information contained in the Proposal, including information about the reputation and experience of each Respondent, the Township will in its sole judgment determine which Respondents are qualified to perform the service. Each Respondent that meets the requirements of the RFP, in the sole judgment of the Township, will be designated as a Qualified Respondent and will be given the opportunity to participate in the selection process determined by the Township.

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 Township reserves the right to, among other things, amend, modify, or alter the Procurement Schedule upon notice to all prospective Respondents who have received a copy of this RFP.

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

Designated Contact Person:

Mrs. Helen Polito
Township Clerk
367 Valley Brook Avenue
Lyndhurst, NJ 07071

Proposals must be submitted to, and be received by, the Township, via mail or hand delivery, by 10:00 a.m. on Thursday, April 7, 2011. Proposals will not be accepted by facsimile transmission or email.

Respondents are invited to attend a tour of the concession stand on March 30, 2011 at 10:00 a.m. to inspect the facilities and take an inventory of the equipment, in order to assist them with the preparation of the response to this Request for Proposals.

Subsequent to issuance of the RFP, the Township (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 Township.

TABLE 1

ANTICIPATED PROCUREMENT SCHEDULE

ACTIVITY		DATE
1.	Receipt of Proposals	04/07/2011
2.	Opening of Proposals	04/07/2011
3.	Appointment of Concession Service	within 10 days of receipt of proposals

Section 1.3. Conditions Applicable to RFP.

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

- This document is an RFP.
- All costs incurred by the Respondent in connection with responding to this RFP shall be borne solely by the Respondent.

- The Township 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 Township reserves the right in its sole judgment to reject any Respondent that submits incomplete responses to this RFP, or a Proposal that is not responsive to the requirements of this RFP.
- The Township reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information.
- All Proposals shall become the property of the Township and will not be returned.
- The Township may request Respondents to send representatives to the Township for interviews.
- Any and all Proposals not received by the Township by 10:00 a.m. on Thursday, April 7, 2011 will be rejected.
- Neither the Township, the Township Attorney, the Township's respective staff, consultants, or advisors (including but not limited to the Review Committee) shall be liable for any claims or damages resulting from the solicitation or preparation of the Proposal, nor will there be any reimbursement to Respondents for the cost of preparing and submitting a Proposal or for participating in this procurement process.

Section 1.4. Rights of Township.

The Township 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 Proposal 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 nonconformance with the terms of this RFP.

- To change or alter the schedule for any events called for in this RFP upon the issuance of notice to all prospective Respondents who have received a copy of the RFP.
- To conduct investigations of any or all of the Respondents, as the Township deems necessary, to clarify the information provided as part of the Proposal and to request additional information to support the information included in any Proposal.
- To suspend or terminate the procurement process described in this RFP at any time in its sole discretion. If terminated, the Township may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

The Township shall be under no obligation to complete all or any portion of the procurement process described in this RFP.

1.5 Addenda or Amendments to RFP.

During the period provided for the preparation of responses to the RFP, the Township may issue addenda, amendments, or answers to written inquiries. Those addenda will be noticed by the Township and will constitute a part of the RFP. All responses to the RFP shall be prepared with full consideration of the addenda issued prior to the proposal submission date.

1.6 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 Township, its staff, or consultants for reimbursement for the payment of costs or expenses incurred in the preparation of the Proposal or other information required by the RFP.

1.7 Proposal Format.

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

Responses which in the judgment of the Township 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.

SECTION 2

SCOPE OF SERVICES

It is the intent of the Township to solicit Proposals from Respondents that have capability and experience in the provision of concession services at the concession stand in Town Hall Park as described herein. Firms and/or persons responding to this RFP shall be required to demonstrate that they will have the continuing capabilities to perform these services. A floor plan of the concession stand is available for inspection at the office of the Township Clerk, 367 Valley Brook Avenue, Lyndhurst, New Jersey 07071, Monday through Friday, between the hours of 9:00 a.m. and 4:30 p.m.

SECTION 3

SUBMISSION REQUIREMENTS

Section 3.1 General Requirements.

The Proposal submitted by the Respondent must meet or exceed the qualifications set forth in this Section 3 and shall incorporate the information requested below.

In addition to the information required as described below, a Respondent may submit supplemental information that it believes may be useful in evaluating its Proposal. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

Section 3.2 Administrative Information Requirements.

The Respondent shall, as part of its Proposal, provide the following information: a description of its business operations, qualifications and experience, not to exceed two (2) pages.

Section 3.3 Professional Information Requirements.

A. As indicated above, Respondent shall submit a description of its qualifications in providing the type of service sought in this RFP, which shall not exceed two (2) pages. The description shall include the following information:

1. Experience, which should include a statement of the Respondent's knowledge of the Township.
2. Licenses and certificates of operation, if applicable.
3. Any judgments within the last three (3) years in which Respondent has been adjudicated liable. If there are any such judgments, please explain.

4. Whether the Respondent is now or has been involved in any bankruptcy or reorganization proceedings in the last 10 years. If so, please explain.
5. Describe the services that Respondent would perform directly.
6. Describe those portions of the Respondent's services, if any, that are subcontracted out. Identify all subcontractors the Respondent anticipates using in connection with this project.
7. List all immediate relatives of principals of the Respondent who are Township employees or elected officials of the Township. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild, and in-laws by reason of relation.
8. A business plan providing a comprehensive description of the method of operation and use of the concession stand, including a description of customer service, cash controls, employees, and marketing.

SECTION 4

INSTRUCTIONS TO RESPONDENTS

4.1 **Submission of Proposals.**

Respondents must submit an original and five (5) copies of their Proposal to the Designated Contact Person:

Mrs. Helen Polito
Township Clerk
367 Valley Brook Avenue
Lyndhurst, NJ 07071

Proposals must be received by the Township no later than 10:00 a.m. on Thursday, April 7, 2011 and must be mailed or hand delivered. Proposals forwarded by facsimile or email will not be accepted.

To be responsive, Proposals must provide all requested information, and must be in strict conformance with the instructions set forth herein. Proposals and all related information must be bound, signed, and acknowledged by the Respondent.

SECTION 5

EVALUATION

The Township's objective in soliciting Proposals is to enable it to select a firm or organization that will provide high quality concession services on financial terms acceptable to the Township. The Township will consider Proposals only from firms or organizations that, in the Township's judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the Township in the manner described in this RFP.

Proposals will be evaluated by the Township on the basis of the most advantageous, all relevant factors considered. The evaluation will include consideration of the following factors:

1. Whether or not Respondent has complied with and furnished complete responses to the requirements set forth in this RFP and the Specifications attached to this RFP as Schedule A.
2. Capability to perform the concession services described herein;
3. Terms of financial arrangement proposed by Respondent;
4. Knowledge of the Township;
5. Experience and reputation in the field; and
6. Other factors demonstrated to be in the best interest of the Township.

SCHEDULE A

SPECIFICATIONS

1.0 Nature of Services

1.1 Description of Concession Services Required

Respondent shall be responsible for the operation, delivery of quality food and refreshment products, and maintenance at the concession stand at the Town Hall Park located behind the Lyndhurst Town Hall, 367 Valley Brook Avenue, Lyndhurst, New Jersey 07071

Standard Food and Beverage Products

No cooking shall be permitted. The menu at the concession stand shall include, but not be limited to, the following lists of items. The Concessionaire shall provide a list of items to be sold with prices. All items and prices shall be subject to the approval of the Township's Department of Public Parks and Public Property.

a. Breakfast

Toast, white, wheat and rye
Bagels and rolls, fresh daily
American and Swiss Cheese
Butter, Jelly and Cream Cheese made available
Boxed cold cereals

b. Lunch/Dinner/Desserts, including pre-packaged pastries and ice cream.

- Hot Dogs prepared on electric rotisserie, not more than 1 hour precooked
- Deli Sandwiches, with options of Turkey, Ham, Roast Beef and various breads and cheeses, not more than 1 day premade
- Prepackaged food items, such as frozen pizza and appetizers, etc.
- Prepackaged snack food items, such as potato chips, pretzels, etc.
- Sandwiches offered must contain a minimum of 4 oz. of meat or cheese of any item offered.

c. Beverages

- Coffee (regular, decaffeinated, and flavored), brewed fresh, new pot brewed after coffee is 2 hours old; milk, sugar and sugar substitute available
- Tea, regular and decaffeinated, with lemon available.
- Soda, various regular and diet, dispensed from a fountain, Cans and bottles and soda machine.

- Iced tea, various flavors, in 16 oz. bottles.
- Orange Juice
- Milk

d. Quality of food products

All Foods shall be quality not less than as described below:

Fresh Fruits and Vegetables – USDA No. 1
 Canned Fruits, Vegetables and Juices – USDA Grade A
 Frozen Fruits, Vegetables and Juices – USDA Grade A
 Dairy Products, Cheese – USDA Grade A

Homogenized Whole Milk and Skim Milk fortified with 400 I.U. Vitamin D per quart.

Whole Milk shall contain at least 3% butterfat.

Ice Cream, with other than nut or fruit, to contain at least 10% butterfat.

Ice Cream, with nuts and/or fruit, to contain at least 8% butterfat.
 Frankfurters/Hot Dogs – Maximum 10 per pound to contain a maximum of 3.5% extenders, maximum 2.0% isolated soy protein.

2.0 Term of Agreement

2.1 Park Season

The Concessionaire shall operate and maintain the concession stand every day during the park season, as follows:

April 15, 2011 through November 15, 2011

2.2 Option to Renew

The Township shall have the right to renew the license agreement for one or two one-year options for subsequent park seasons, as follows:

(1) First Option: April 1, 2012 through November 15, 2012.

(2) Second Option: April 1, 2013 through November 15, 2013

The Township shall exercise said options by the first day of January of any option year. The license fee shall be increased 5% for each option year.

3.0 Operations

3.1 Hours of Operation

The hours of operation shall be from 7:00 a.m. to sunset. The Concessionaire shall prominently display the hours in a form acceptable to the Township.

The Concessionaire shall keep all property, instruments, etc. in a clean and sanitary condition. The Concessionaire is responsible for submitting to and undergoing any required inspections at his/her sole expense. All reports of such inspection(s) must be provided to the Township. The Concessionaire must meet all Local and County Board of Health regulations and inspections. It is mandatory to display all certificates issued by the Boards of Health, the Concessionaire must supply copies of all certificates to the Township. The Concessionaire shall comply with all federal, state and local laws and regulations governing the preparation, handling and transportation of food. All items required to be posted shall be posted in a prominent place within the meal preparation areas. If the Concessionaire fails any inspection, unless provided by the inspection notice itself, Concessionaire shall have no right to cure and the Agreement shall be terminated.

3.2 Quality of Products

The Concessionaire shall be responsible for the quality and freshness of food and refreshment materials at all times. If Concessionaire sells or attempts to sell any outdated or expired food or refreshment material the Agreement shall be terminated without right to cure.

3.3 Menu Items and Prices

The Concessionaire must post in the concession area all Menu items and Prices in a form acceptable to the Township. Signage, as well as all aspects of the operation, must be in accordance with the Americans with Disabilities Act (ADA). The Menu and Prices shall not change without the express written consent of the Township.

3.4 Access

The Concessionaire shall provide a means of service, on request, to any individual with a disability that precludes them from ready access to the concession stand area.

3.5 Receipts

Each patron must receive a receipt.

3.6 Record Keeping

- a. The Concessionaire shall supply and use receipt-issuing cash registers which, simultaneously, with the issuance of a patron's receipt for a sale (upon request), shall print on an internal journal tape a duplicate record of each transaction along with a daily total of all sales.
- b. Concessionaire shall insure that the journal tapes are maintained in each machine (if more than one machine is used) and that a supply is always available for replacement.
- c. The registers supplied and used by the Concessionaire must consecutively print or count internally the number of transactions recorded.
- d. During down-time of each cash receipt register, in lieu of using a cash register, Concessionaire may supply and use pre-numbered forms to record sales. The information recorded on the pre-numbered forms shall be adequate to substantiate sales figures reported in the event of an audit.

3.7 Equipment

- a. The Concessionaire shall utilize equipment operated by electricity only. No fuel or fire shall be used with regard to the operation of the concession stand.
- b. The Concessionaire shall maintain all equipment furnished to him/her by the Township in working order and first-class condition.

3.8 Failure of Equipment

If any piece of equipment provided by the Township fails, through no fault of the Concessionaire, the Township shall determine, in its sole discretion, whether to replace or repair said equipment. If any piece of such equipment fails, through the fault of the Concessionaire, it shall, at its sole cost and expense, replace the equipment with the same or equal equipment. The replacement equipment shall become the property of the Township.

3.9 Inventory of Township Equipment

The Respondent acknowledges that it was invited and/or attended a tour of the concession stand for the purpose of inspecting the facilities and taking an inventory of the equipment. The Concessionaire and the Township shall both sign-off on the list of inventory and shall indicate a General Condition of the equipment, i.e., Great, Good, Poor, etc.

3.10 Additional Equipment

Notwithstanding the representations made in Section 3.8, the Concessionaire shall be obligated to furnish, at its expense, any additional equipment it believes is necessary to operate the concession stand. The additional equipment shall remain the property of the Concessionaire.

4.0 Maintenance

4.1 Clean and Sanitary Condition

The Concessionaire shall maintain the premises, including the bathroom facilities and surrounding area in which the concession stand is located, in a clean and sanitary condition at all times, and shall at its sole expense, supply all necessary cleaning materials and equipment (i.e., vacuum cleaner, pails, brushes, mops) as needed for the daily maintenance of the concession.

4.2 Interior Materials

The Concessionaire shall furnish all interior materials needed for operational maintenance of the facility, and shall perform routine daily maintenance.

4.3 Lighting

All interior and exterior lighting shall be maintained and or replaced by the Township, which includes signs.

4.4 Heating, Cooling and Electric

Maintenance of the building heating equipment and electric service shall be the responsibility of the Township.

4.5 Structure

Maintenance of the structure including windows, doors and roof, shall be the responsibility of the Township. The Concessionaire may perform painting and interior decorating at a time designated by and with prior approval of the Township.

4.6 Drainage Pipes

It shall be the responsibility of the Concessionaire to maintain a free flow through all drainage pipes associated with the operation of the concession stand. This shall include “snaking” of drains, but no less than once per season.

4.7 Trash Removal, Recycling

The Concessionaire shall be responsible for the proper removal and placement for collection of trash and refuse, and recycling materials, pursuant to the regulations and requirements of the Township for such collection.

5.0 Utilities

The Township shall provide electric service by separate meter for the concession stand by a 100 amp single phase electrical panel. The Concessionaire shall be responsible for the cost of such electrical service. The Township shall provide and be responsible for the cost of water service.

6.0 Compliance, Background Check

The Respondent shall be familiar with and comply with all applicable local, state and federal laws and regulations in connection with the submission of the Proposal, and in connection with the award of the contract and the performance of the contract, including but not limited to, licensing requirements for food handling establishments and workers under the State and local sanitary and health codes. In addition, all persons involved and associated with the Concessionaire and operation of the concession stand shall be required to submit to a background check by the Lyndhurst Police Department, which shall include photocopying and fingerprinting. If such background check reveals that such persons have been convicted of a crime of moral turpitude or which is sex-related, the RFP will be rejected and no contract shall be awarded, or, if revealed after the award of the contract, the contract shall be terminated.

7.0 Conflict of Interest and Non-Collusion

Each Respondent must execute and submit as part of the Proposal a “non-collusion affidavit” which at the minimum shall attest that:

- a. Respondent has not entered into any agreement or participated in any collusion with any other person, corporate entity, or government entity, or competitive bidding with any other person, corporate entity or government entity, or competitive bidding allowing or with any other person corporate entity or government entity in connection with the subject matter of the RFP.

- b. All statements made in the Proposal are true and correct and made with the full knowledge that the Township realize upon the truth of those statements and awarding the contract.
- c. No person or business employed to solicit or secure the contract and exchange for a commission, percentage brokerage agreement, or contentious fee.

8.0 No Assignment of Proposal

The Respondent may not assign, sell, transfer or dispose of the Proposal or any portion thereof or any right or interest therein. This section is not intended to limit the ability of the successful Respondent to assign or otherwise dispose of its duties and obligations of the contract, provided that the Township of Lyndhurst agrees to the assignment or other disposition in writing.

9.0 General Conditions

9.1 Acceptance of Condition of Concession Stand

The concession stand and area in which it is located are accepted by Respondent in their present condition.

9.2 Alterations and Improvements

The Concessionaire shall make no improvements or alterations to said concession stand and area without prior written approval of the Township. Any plumbing or electrical work required by the Concessionaire shall be performed by licensed professionals. Any structural modifications or changes, which must be made in order to accommodate the Concessionaire's operation, must be made by the Concessionaire at his/her sole cost and expense. However all modifications must be approved by the Township in writing, prior to the start of work. Concessionaire is responsible for obtaining and paying for all required permits.

9.3 Structures and Signage

No structures or signs are to be erected unless authorized by the Township.

9.4 Printed Materials

Any printed materials used by the Concessionaire must be approved by the Township. All brochures, menus, fee sheets and website pages must display the Township logo.

9.5 No Alcoholic Beverages

No alcoholic beverages of any kind shall be kept, stored, served, made available or sold by the Concessionaire, or its employees or agents. A violation hereunder shall be grounds for immediate termination.

9.6 No Licensing Fee Abatements

No licensing fee abatements shall be permitted for any reason.

9.7 No Amplification System

No amplification system, radio, television, CD player, phonograph, musical instrument, or similar device will be permitted, unless approved by the Township.

9.8 No Assignment of License Agreement

The Concessionaire shall not assign the license agreement or any portion thereof without the express written consent of the Township.

9.9 Removal of Items

The Concessionaire shall agree to remove all items and personal property from the concession area within ten (10) days of the expiration or termination of the license agreement. The Concessionaire shall vacate the concession area in the same condition as at the time of initial occupancy except for normal “wear and tear”. Additionally, the Concessionaire shall remove all merchandise from the concession area within ten (10) days of the conclusion of each season. If the Concessionaire shall fail to remove any item as required herein, the Township shall do so at the Concessionaire’s expense.

9.10 Removal of Food Items

At the conclusion of each season, within ten (10) days, all food and food items shall be removed and placed off-site. All refrigeration equipment shall be turned off.

9.11 Taxes

The Concessionaire shall pay all taxes and maintain all records as required by the United States, the State of New Jersey, the County of Bergen and the Township of Lyndhurst.

9.12 Laws

The Concessionaire shall comply with all Federal, State and Local laws and regulations governing the preparation, handling and transportation of food; and shall procure and keep in effect all necessary licenses, permits, and food handlers cards as are required by law; and shall post such licenses, permits and food handlers cards as are required by law; and shall post such licenses, permits and cards in a prominent place within the food preparation areas, as required and as stated in Chapter 24 of the State Sanitary Code. The Concessionaire shall supply copies of the most recent sanitary inspection reports from the State and Local Health Departments to ensure compliance with various Federal, State, County and Township health regulations. The Concessionaire shall be subject to inspection by the Township and County Health Departments.

9.13 Items to be Sold and Price List

A price list and listing of all items to be sold, for the first season, must accompany the RFP, or the bid will be subject to rejection.

9.14 Sales or Activities Outside Scope of this RFP

Any sales or activities by the Concessionaire outside the scope contemplated by these specifications shall require prior written approval by the Township.

9.15 Deposit

The Concessionaire shall deposit an amount equal to the licensing fee for two months. The deposit shall be submitted to the Township upon execution of the license agreement, and as a prerequisite to the Concessionaire conducting the concession. This deposit shall be held by the Township in an interest bearing account for the term of any season as security against damage by the Concessionaire. It will be returned with interest, less any appropriate deduction, at the Township's sole discretion, at the end of each season. This deposit shall not be used as a substitute for payments due.

9.16 Minimum Acceptable Bid

The minimum acceptable bid for operation of the concession stand is \$800.00 per month.

9.17. Method of Payment of Licensing Fee

The Concessionaire shall agree to submit the monthly licensing fee for the operation of the concession stand on the fifteenth day of each month in advance to the Township of Lyndhurst, Town Hall, 367 Valley Brook Avenue, Lyndhurst, New Jersey 07071, Attention: Chief Financial Officer. Any licensing fee not

received by the 10th day after its due date shall accrue interest of five (5%) percent. Any licensing fee not received by the 20th day after its due date shall result in termination of the agreement and shall not be curable.

9.18. Use and Occupancy of Concession Stand Nonexclusive

The Township and its authorized representatives shall have the right to enter any part of the concession stand at any time and for any reason.

9.19 Signatures

If Respondent is a corporation, the Proposal shall be signed by an authorized executive officer. If the Respondent is a partnership or sole proprietorship the proposal shall be signed by a general partner or proprietor. If Respondent is a limited liability company (LLC), the Proposal shall be signed by the managing member, or a member authorized to sign on behalf of the LLC.

10.0 Award of Contract

10.1 Generally

The Township of Lyndhurst shall award the contract or reject all Proposals within the time specified in the RFP, but in no case more than 60 days, except that Proposals of any Respondents that consent thereto may, at the request of the Township, be held for consideration for such longer period as may be agreed. All Respondents shall be notified of the Township's decision, in writing, by certified mail.

10.2 Qualified Respondent

The Township shall determine whether a Respondent is "qualified" in accordance with the terms and requirements of this RFP. The Proposal of any Respondent that is determined not to be "qualified" shall be rejected.

10.3 Affirmative Action Required

- a. If awarded a contract, the successful Respondent 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 et seq., as set forth in the affirmative action statement in the Appendix attached hereto.
- b. Within seven (7) days after receipt of notification of the Board of Commissioner's intent to award any contract, the contractor must submit one of the following to the contracting unit:

- (1) If the contractor has a federal affirmative action plan approval which consists of a valid letter from the Office of Federal Contract Compliance Programs, the Contractor shall submit a photocopy of its letter of approval.
 - (2) If the Contractor has a certificate of employee information report, the Contractor shall submit a photocopy of the certificate.
 - (3) If the Contractor has none of the above, the contracting unit shall provide the Contractor with an (A.A.302) affirmative action employee information report.
- c. If the Contractor does not submit the affirmative action document within the required time period, the Township of Lyndhurst may extend the deadline by a maximum of fourteen (14) calendar days. Failure to submit the affirmative action document by the fourteenth calendar day shall be cause for the Township of Lyndhurst to declare the Contractor to be non-responsive and to award the contract to another qualified Respondent.

10.4 Insurance of Employees

The Contractor shall take out and maintain in full force and effect at all times during the term of this contract worker's compensation insurance as required by law.

10.5 Certificates

- a. The Contractor shall furnish the Township within five (5) days after notification of the award of the contract to the Township a certificate of general public liability insurance indicating limits of not less than five million dollars (\$5,000,000) for injuries to any one person, five million dollars (\$5,000,000) for injuries to more than one person in any one accident or occurrence, and for loss or damage to the property of any person or persons for not less than five million dollars (\$5,000,000). The certificate shall be issued by a company or companies authorized to do business in the State of New Jersey, and shall be in effect for the term hereof. The Contractor shall save, keep and hold harmless and indemnify the Township from and for any and all payments, expenses, costs, attorneys fees, and from and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by, or resulting from, any acts or omissions by Contractor or its agents, guests, licensees, invitees, subcontractors, assignees or successors for any cause or reason arising out of or by reason of the concession service or conduct of any of the Contractor's business. The certificate shall be subject to the review and approval of the Township's Risk Manager.
- b. The Contractor shall be required to obtain any and all Certificates required by the Township and any and all other approving authorities, including but not limited to health and business authorities or agencies.
- c. All policies of insurance shall be written with insurance companies licensed and admitted to do business in the State of New Jersey and rated no lower than "A-" in the most current edition of A.M. Best's Rating Guide.
- d. All policies shall provide that in the event of a cancellation, non-renewal or material modification, the Township of Lyndhurst shall receive thirty (30) days prior written notice by certified mail, return receipt requested.

10.6 Indemnification

The contractor shall indemnify and hold harmless the Township of Lyndhurst from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by the Township of Lyndhurst on any of the aforesaid claims that may result or arise directly or indirectly, from or by reason of the performance of the contract or from any act or omission by the Contractor, its agents, servants, employees subcontractors and that results in any loss of life or property or in any injury or damage to persons or property.

11.0 Proposal

Respondent shall set forth its Proposal on Form F in the appendix attached hereto as Schedule B.

12.0 Proposal Documents

Forms for the following documents are contained in the Appendix attached hereto as Schedule B.

- A. Stockholders statement of ownership
- B. Non-collusion affidavit
- C. Affirmative Action Statement
- D. Letter of Qualification
- E. Letter of Intent
- F. Proposal

13.0 Exceptions to Proposal Specifications

Any conditions, limitations, provisos, modifications, amendments, or other changes attached or added by the Respondent to any of the requirements or specifications, or any changes made by the Respondent on the Proposal form shall result in the rejection of the Proposal by the Township of Lyndhurst.

SCHEDULE B

APPENDIX

FORM A

STOCKHOLDERS STATEMENT OF OWNERSHIP

Note: Chapter 33 of the P.L. of 1977 (NJSA 52:25-24.2) provides that no corporation or partnership shall be awarded any State, County, Municipal or School District contract for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the proposal or accompanying the proposal of said corporation or partnership there is submitted a Statement. The Statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. Accordingly, this Statement must be completed and submitted to the Township Clerk along with the proposal.

(1) Names and Addresses of all Stockholders in

_____, a Corporation, who own 10% or more of its stock of any class are:

(2) The names and addresses of all partners of

_____, a partnership, owning an interest therein of 10% or greater are:

Date: _____ Signed: _____

NON-COLLUSION AFFIDAVIT

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FORM C

AFFIRMATIVE ACTION STATEMENT

N.J.S.A. 10:5-31, et seq., N.J.A.C. 17:27

MANDATORY AFFIRMATIVE ACTION LANGUAGE GOODS, SERVICES AND PROFESSIONAL SERVICES CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 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, or a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Division, pursuant to N.J.A.C. 17:27-5-2.

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, 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 personnel testing conforms with the principals 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, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with 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 shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

Signature of Contractor

FORM D

LETTER OF QUALIFICATION

(Note: To be typed on Respondent's Letterhead. No modifications may be made to this letter.)

[insert date]

Mrs. Helen Polito
Township Clerk
367 Valley Brook Avenue
Lyndhurst, NJ 07071

Dear Mrs. Polito:

The undersigned have reviewed our Proposal submitted in response to the Request for Proposals (RFP) issued by the Township of Lyndhurst ("Township"), dated April 7, 2011, in connection with the Township's need for concession services.

We affirm that the contents of our Proposal (which Proposal is incorporated herein by reference) are accurate, factual, and complete to the best of our knowledge and belief and that the Proposal is submitted in good faith upon express understanding that any false statement may result in the disqualification of (Name of Respondent).

(Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate offices of each company shall sign.)

(Signature of Chief Executive Officer)

(Signature of Chief Financial Officer)

(Typed Name and Title)

(Typed Name and Title)

(Type Name of Firm)*

(Type Name of Firm)*

Dated: _____

Dated: _____

*If a joint venture, partnership, or other formal organization is submitting a Proposal, each participant shall execute this Letter of Qualification.

FORM E

LETTER OF INTENT

(Note: To be typed on Respondent's Letterhead. No modifications may be made to this letter.)

[insert date]

Mrs. Helen Polito
Township Clerk
367 Valley Brook Avenue
Lyndhurst, NJ 07071

Dear Mrs. Polito:

The undersigned, as Respondent, has (have) submitted the attached Proposal in response to a Request for Proposal ("RFP"), issued by the Township of Lyndhurst ("Township"), dated April 7, 2011, in connection with the Township's need for concession services.

(Name of Respondent) HEREBY STATES:

1. The Proposal contains accurate, factual, and complete information.
2. (Name of Respondent) agrees (agree) to participate in good faith in the procurement process as described in the RFP and to adhere to the Township's procurement schedule.
3. (Name of Respondent) acknowledges (acknowledge) that all costs incurred by it (them) in connection with the preparation and submission of the Proposal and any proposal prepared and submitted in response to the RFP, or any negotiation which results therefrom shall be borne exclusively by the Respondent.
4. (Name of Respondent) hereby declares (declare) that the only persons participating in this Proposal as principals are named herein and that no person other than those herein mentioned has any participation in this Proposal or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating principals, but only if acceptable to the Township. (Name of Respondent) declares that this Proposal is made without connection with any other person, firm, or parties who have submitted a Proposal, except as expressly set forth below, and that it has been prepared and has been submitted in good faith and without collusion or fraud.
5. (Name of Respondent) acknowledges and agrees that the Township may modify, amend, suspend and/or terminate the procurement process. In any case, the Township shall not

have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFP.

6. (Name of Respondent) acknowledges and agrees that any contract executed with respect to the provision of concession services must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.

(Respondent shall sign and complete the space provided below. If a joint venture, appropriate offices of each company shall sign.)

(Signature of Chief Executive Officer)

(Typed Name and Title)

(Type Name of Firm)*

Dated: _____

*If a joint venture, partnership, or other formal organization is submitting a Proposal, each participant shall execute this Letter of Qualification.

FORM F
PROPOSAL

<u>Season</u>		<u>Monthly Fee</u>
April 15, 2011 through November 15, 2011	\$	per month

The Township of Lyndhurst shall have two (2) one year options for the same months in years 2012 and 2013. The Township shall exercise said options at its sole discretion and, if so, in writing by the 1st day of January for any option year. Any option awarded shall be done in accordance with New Jersey statutory law and applicable Township ordinances.

Respondent's Name_____

Address_____ City, State, Zip_____

Telephone_____ E-Mail_____

Signature of Authorized Representative:

Dated: _____

Name: _____
Title: _____