

MOBILE RETAIL FOOD CONCESSIONS AT SPECIFIED COUNTY PARK LOCATIONS

INTENT

The purpose of these specifications is to provide the County of Ocean with food vending services at specified park locations in accordance with the following:

DEFINITIONS

- Vendor: Person or persons who have successfully bid on an item or items as described within these Bid Specifications.
- County: Ocean County Board of Chosen Commissioners, its employees or agents.
- Light Meals: May include, but not be limited to: a) breakfast – pastries, rolls, bagels, breakfast sandwiches, etc., b) lunch - hot dogs, hamburgers, sandwiches, etc., and c) chips, pretzels, peanuts, candy, etc.
- Frozen Snacks: May include, but not be limited to: ice cream, flavored ices, frozen yogurt, ice milk, etc.
- Cold Drinks: May include, but not be limited to: soda, juice, ades, iced teas, water, etc. Glass and Styrofoam containers are not permitted. **UNDER NO CIRCUMSTANCES ARE ALCOHOLIC BEVERAGES TO BE SERVED.**

ASSIGNMENT OF AGREEMENT

This agreement shall not be assigned under any circumstances.

OWNERSHIP DISCLOSURE

All contractors shall comply with all laws governing the disclosure of all stockholders or partners, as included in N.J.P.L. 1977, Chapter 33.

BASE BID

A minimum base bid for each item #, as indicated on the pricing proposal, is required for each location at which the vendor proposes to conduct business.

INFORMALITIES

Bidder must have at least one (1) year experience in ownership and/or management of a mobile food establishment, and a résumé of such experience must be submitted with bid.

PERFORMANCE REQUIREMENTS

1. The vehicles and designated locations for the mobile retail food establishments shall be kept in a clean and orderly manner, and all related equipment shall be kept in operating condition.
2. The successful bidder will be required to provide service regardless of equipment breakdowns. In no case will service be disrupted for a period longer than forty-eight (48) hours.
3. Chronic problems with equipment will be referred to Mary Jane Bavais, Ocean County Department of Parks & Recreation, who may, at her discretion, require that such faulty equipment be replaced by the vendor.
4. Failure of the vendor to comply with the above provisions may be cause for rescission of the contract.

CHANGE IN MENU

The vendor will be responsive to reasonable departmental requests for a change in the products offered for sale.

UNIT SELLING PRICES

A menu setting forth all proposed unit selling prices must be approved by Mary Jane Bavais, Ocean County Department of Parks & Recreation, prior to start of operations. No changes in unit selling prices shall thereafter be made without prior approval. Unauthorized variations in unit selling prices may be cause for rescission of the contract.

Unit selling prices must be plainly posted on all vehicles selling the respective products.

MOBILE RETAIL FOOD ESTABLISHMENT LOCATIONS

Location will consist of a designated area within the park boundaries at the following parks:

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| LOCATION I | Ocean County Park
Route 88, Lakewood, NJ |
| LOCATION II | Lake Shenandoah Park
Route 88/New Hampshire Avenue
Lakewood, NJ |
| LOCATION III | Patriots' County Park
Bowman Road, Jackson Twp., NJ |
| LOCATION IV | A. Paul King County Park
Route 72, Stafford Twp., NJ |
| LOCATION V | Beaver Dam Creek County Park
Point Pleasant, NJ
-and-
Gull Island County Park
Point Pleasant Beach, NJ |
| LOCATION VI | Jake's Branch County Park
1100 Double Trouble Rd., Beachwood, NJ |
| LOCATION VII | Mantoloking Fishing Pier
30 Mantoloking Road, Brick, NJ |
| LOCATION VIII | John C. Bartlett, Jr. County Park
399 Brennan Concourse
Bayville, NJ |

PERIOD OF OPERATIONS

MEMORIAL DAY THROUGH LABOR DAY – seven (7) days per week. Vendor must be present and open for business daily, weather permitting, within the established hours of park operation, unless otherwise authorized by Mary Jane Bavais, Ocean County Department of Parks and Recreation. Vendor shall be present for all scheduled sports league games where applicable, at the request of the league representative, who shall supply vendor with league schedule.

SCHEDULED PARK EVENTS – Concession must be open unless otherwise approved by Mary Jane Bavais, Ocean County Department of Parks and Recreation. Park Events, whether sponsored by the Department of Parks and Recreation or other organizations, are subject to *"Exception from Exclusivity"*. In the event of large events where a fee is charged to all vendors, said fee shall be waived for the vendor under contract with the County *for that park*, for one (1) space per bid item only. Additional spaces shall be charged at the prevailing rates on a first-come, first-serve basis.

It shall be the responsibility of the vendor to be diligent in monitoring ball fields for scheduled softball and soccer games at Ocean County Lake Shenandoah County Park, Patriots' County Park and Beaver Dam Creek County Park. The County is **not** responsible for providing game schedules or cancellations.

MAINTENANCE OF VEHICLES AND EQUIPMENT

The vendor shall preserve and maintain all vehicles and equipment in good and clean condition, reasonable wear and tear excepted. All vehicles and equipment used in connection with the retail selling of foodstuffs must be submitted for inspection by the Ocean County Health Department, and proof of satisfactory inspection shall be submitted to Mary Jane Bavais, Ocean County Department of Parks and Recreation, and posted in a prominent position on the vehicle *prior to commencement of sale of food*. All vehicles must possess valid vehicle registration and valid insurance coverage in the name of the contracted vendor. In the event of a leased vehicle, a copy of a binding lease agreement or contract must be presented. All of the above must be submitted to Mary Jane Bavais, Ocean County Department of Parks and Recreation prior to commencement of operations.

No bells or loudspeakers are permitted. No handbills or other advertising matter may be distributed. Vendors are never to leave their vehicles unattended.

Vehicles must not exceed twenty (20) feet in length and ten (10) feet in width. All overhead coverage or awnings must be approved by Mary Jane Bavais, of the Ocean County Department of Parks and Recreation prior to use. All vending equipment, including vehicles must be clearly identifiable with the name of the vendor/vendor company. Mary Jane Bavais, of the Ocean County Department of Parks and Recreation, will make the final determination as to what equipment can be used. All vending equipment and related apparatus must be removed from Parks property at the end of each day.

Any utility or auxiliary power required to maintain service is the sole responsibility of the vendor. The County is not responsible for water, electricity, gas, telephone, sewer or any other utility not specifically mentioned herein.

Vendor must comply with all fire codes in connection with equipment/vehicles.

SCOPE OF CONCESSIONS

Successful bidder shall not sub-contract any aspect of said operation.

INSURANCE REQUIREMENTS

The Contractor shall maintain commercial general liability, products liability and comprehensive auto liability insurance in the minimum amount of \$1,000,000 per occurrence, for any and all claims arising out of the operation of the vending installations, or of any act or omission of the vendor, its agents, suppliers and employees; as well as statutory limits for workers' compensation insurance. Vendor shall supply to the County a Certificate of Insurance, prior to signing of contract, naming the Ocean County Board of Chosen Commissioners as certificate holders and additionally insured. The vendor further agrees to "Indemnify and hold harmless the Ocean County Board of Chosen Commissioners from any loss, theft, damage, liability or other expense that may arise during or be caused in any way by the operation of the vending installations, or of any act or omission of the vendor, its agents, suppliers and employees", which statement must be included on certificate of insurance.

VEHICLE INFORMATION

Contractor shall submit, with bid, the following information for each vehicle that shall be used under this contract:

- Copy of Vehicle Registration
- Proof of Vehicle Insurance
- Photo of License plate

If this information is not received at the time of bidding, it will be required prior to the award of any contracts. **Mobile Food Vending Machines must be registered commercially and display commercial license plates.**

REPAIRS

The vendor shall repair any damages resulting from negligence on his part or on the part of any of his employees or agents, to Parks property or Park visitors' property. Failure to make said repairs after receiving written notice from the Department will result in Departmental repair, the reimbursement of which shall be borne by the vendor within fifteen (15) days after demand. Failure to make such payment shall place the vendor in default of this contract and subject to termination of the contract, at the discretion of the County.

GARBAGE DISPOSAL

The vendor is responsible to ensure that all garbage generated from the operation is placed into designated trash or recycling containers and that said containers are emptied on a daily basis at a location designated by Parks and Recreation. Disposal cost from the designated location shall be borne by the Department of Parks and Recreation. Department will provide additional trash containers as requested in order to keep the immediate vending area clean at all times. Additionally, recycling containers will be supplied for all plastic and metal containers. Vending area shall include a fifty (50) foot radius from the point of sale, and shall include the water surface area where applicable.

RULES AND REGULATIONS

The vendor must comply with all rules and regulations promulgated by local, County, State or Federal authorities, where applicable.

The vendor shall acquire at his own expense all permits and licenses necessary to carry out the operation of the concession in regard to food vending as required by local, County, State or Federal law. This shall include a valid annual municipal vending permit, if required by the township or borough in which the park is located. All licenses and permits must be registered in the name of the vendor, partner or stockholder as disclosed in the Statement of Ownership Compliance Statement (submitted with bid) to whom a contract with the County has been awarded. **Mobile Food Vending Machines must be registered commercially and display commercial license plates.**

EXCEPTIONS TO EXCLUSIVITY

Vendor's right to exclusivity shall generally be honored by the County. However, when and where, in the opinion of authorized Ocean County officials, the need exists for additional food vendors, such services will be permitted on an as-needed basis. Additional services may be implemented in connection with scheduled park events taking place in or adjacent to County park facilities at which a substantial public participation is expected. Such events may be those sponsored by Ocean County or those events sponsored by outside groups or organizations.

AMERICANS WITH DISABILITIES ACT COMPLIANCE

Vendor shall comply with all applicable rules and regulations of the *Americans with Disabilities Act*.