



*John P. Kelly, Director  
Frank Sadeghi, Deputy Director  
Robert S. Arace, Commissioner  
Jennifer Bacchione, Commissioner  
Virginia E. Haines, Commissioner*

*Jennifer L. Bowens, Purchasing Agent*

*County of Ocean  
Administration Building  
101 Hooper Avenue  
Toms River, NJ 08754*

***BID***

***MOBILE RETAIL FOOD CONCESSIONS AT VARIOUS COUNTY PARKS***

***NO. II***

***2025***

***ADVERTISEMENT DATE: April 2, 2025***

***OPENING: April 15, 2025, 11:00 am***

***Bid Category: 18- Miscellaneous Commodities and Services***

## *Notice to Bidders*

**NOTICE IS HEREBY GIVEN** that sealed bids for the furnishing and delivery of **MOBILE RETAIL FOOD CONCESSIONS AT VARIOUS COUNTY PARKS NO. II** for the County of Ocean, will be received by the Purchasing Agent of the County of Ocean on **Tuesday, April 15, 2025** at **11:00 am**, prevailing time.

Bids will be received electronically via the County's Online Procurement Portal. Specifications are available on the Procurement Portal or for viewing only, in the Department of Purchase, Room #224, Administration Building, 101 Hooper Avenue, Toms River, New Jersey. Direct all inquiries to Jennifer L. Bowens, Purchasing Agent.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.) regarding equal employment opportunities and with the requirements of P.L. 1977 C.33 regarding corporate and/or partnership ownership.

The right to reject any and all bids is reserved in accordance with applicable law.

By order of the Board of Commissioners of the County of Ocean.

Signed:

**JOHN P. KELLY**, Director

**JENNIFER L. BOWENS**, Purchasing Agent

## ***Contact Information and Project Timeline***

### **Summary**

The purpose of this bid package is to provide the County of Ocean with a Contractor who will supply the goods or services described and specified herein.

### **Contact Information**

For further information regarding these specifications, contact

**Jessica Hannold**

**Senior Buyer**

101 Hooper Ave.

Room 224

Toms River, NJ 08753

Email: [ocpurchasing@co.ocean.nj.us](mailto:ocpurchasing@co.ocean.nj.us)

Phone: [\(732\) 929-2103](tel:(732)929-2103)

**Department:**

Parks Department

### **Timeline**

<b>Advertising Date</b>	April 2, 2025
<b>Bid Opening Date</b>	April 15, 2025, 11:00am Administration Building, 101 Hooper Ave., Room 119, Toms River, NJ, 08753

## ***Important Instructions for Electronic Submittal***

### **Instructions for Electronic Bid Submission**

The County is accepting electronic bid submissions with Open Gov by following these instructions:

Sign up for a FREE account at <https://procurement.opengov.com/portal/oceancounty>

Once you have completed account registration, browse back to this page: [County's OpenGov Electronic Bid Portal \(https://procurement.opengov.com/portal/oceancounty/\)](https://procurement.opengov.com/portal/oceancounty/)

Click on the bid of interest, then click "Draft Response".

Follow the instructions to submit the electronic bid.

**It is important to note that this process should be completed well in advance of the bid deadline / bid opening. DO NOT WAIT UNTIL THE LAST MINUTE. The County's electronic submission system will not allow electronic bids to be submitted once the deadline has passed, even if you've already started the process. The deadline is based on the countdown timer found on the OpenGov bid submission page.**

## ***Instructions to Bidders***

### **Bid Opening**

All bids will be opened publicly in the Administration Building, Room 119, 101 Hooper Avenue, Toms River, New Jersey, commencing at 11:00 am, prevailing time on Tuesday, April 15, 2025.

### **Electronic Bid Submissions**

Bids must be submitted electronically through Ocean County's Procurement Portal by the date and time stipulated in the Notice to Bidders.

### **Deadline Instructions**

The County will not be responsible for late bids, and no bids will be accepted if received after the time stipulated in the notice to bidders.

### **Completion of all Documents**

Bidders shall complete all documents and acknowledge all terms included with the bid package. All documents should be from this bid package and must not be dated or executed prior to the date of advertising. Failure to follow these instructions is cause for rejection.

**NOTE: In order to access any DocuSign forms in this solicitation, you must first click "Draft Response".**

***Instructions on how to access the forms through DocuSign are available in the Attachments. Please note that in order to view the forms as a .pdf document, you must access DocuSign first. Once you access DocuSign, the option to download, save, print and complete the forms becomes available***

### **Right to Reject**

The County reserves the right to reject all bids in accordance with N.J.S.A. 40A:11-13.2, to waive any informalities in the bid and to accept the lowest responsible bid in accordance with applicable law.

### **Bidder Default**

In case of default by the bidder or contractor, the County of Ocean may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

### **Indemnity**

The bidder, if awarded a contract, agrees to protect, defend and save harmless the County against any damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or

contract, and he further agrees to indemnify and save harmless the County from suits or actions of every nature and description brought against it, for, or on account of injuries or damages received or sustained by any party or parties by, or from any of the negligent acts of the contractor, his servants or agents.

**Specifications**

It is to be understood by the bidder that this bid is submitted on the basis of specifications prepared by the County and the fact that any bidder is not familiar with these specifications or conditions will not be accepted as an excuse.

**Bid Security**

NO BID SECURITY

**Performance Bond**

NO PERFORMANCE BOND

**Pricing Proposal**

Bidders must use the pricing proposal provided in the bid specifications. Failure to use the pricing proposal in the bid specifications shall be cause for rejection of the bid.

**Pricing**

Insert prices for furnishing all of the material and/or labor described or required. Prices shall be net, including any charges for packing, crating, containers, etc. and all transportation charges fully prepaid by the contractor F.O.B. destination and placement at locations specified by the County. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the vendor's convenience when a single shipment is ordered.

**Payment**

Payments will be made upon the approval of vouchers submitted by the successful bidders in accordance with the requirements of the Board of Commissioners and subject to the Board of Commissioners customary procedures. The County will not pay interest or late fees regardless of language provided.

**Discrepancy in Pricing**

In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the OWNER of the extended totals shall govern.

**Award Timeframe**

Award will be made by Ocean County Board of Commissioners within sixty (60) days after receipt of bids.

### **Equal or Tie Bids**

The County of Ocean reserves the right to award at their discretion to any one of the tie bidders where it is most advantageous for the County to do so, pursuant to N.J.S.A. 40A:11-6.1.

### **Tax Exempt**

The County of Ocean is exempt from any State sales tax or Federal excise tax.

### **Equivalent Product**

When offering an equivalent product, the bidder must clearly specify any variations from the stated specifications, regardless of how minor. The County will determine whether the proposed item meets or exceeds the specified product based on its quality, performance, and suitability for the intended use. Where equivalent equipment is offered, the County will determine if the proposed item is equal to or better than specified.

### **Evaluation**

In addition to pricing, evaluation will include an assessment of quality, adherence to specifications, suitability for the County's needs, delivery terms, and warranty provisions. If no deviations from the specifications are noted, the bid will be assumed to be fully compliant with the stated requirements.

### **Quantities**

The quantities shown on the pricing proposal are **estimates only**, and Ocean County will not guarantee any minimum purchase. The County reserves the right to decrease or omit quantities as needed over the course of the contract. The county will not consider any minimum requirements imposed on order quantities. The County also reserves the right to increase quantities to twenty (20) percent of the maximum quantities listed at the unit price bid, in accordance with N.J.A.C. 5:30-11.3. *Note: Actual orders are placed upon receipt of a Purchase Order, on an as needed basis. The County will not be responsible to pay for any product that was not ordered through a Purchase Order.*

### **Delivery of Goods and Services**

Delivery of items shall only be made upon receipt of a Purchase Order issued by the Ocean County Department of Purchase, upon which delivery locations and needed quantities shall be indicated.

### **American Goods and Products**

All contractors must comply with the provisions of New Jersey Statute Title 40A:11-18, when applicable.

### **No Assignment**

This agreement shall not be assigned without the written consent of the County of Ocean.

### **NJ One Call**

By presenting a bid, contractor declares that he is aware of and, if required, will comply with the requirements of the "Underground Facility Protection Act (Public Law 1994, Chapter 118)" prior to commencing any intended excavation. The telephone number to call is 1-800-272-1000.

### **Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq**

The bidder must comply with the provisions of "The Public Works Contractor Registration Act", if applicable.

- All named contractors must be registered with the Department of Labor and Workforce Development pursuant to the Public Works Contractor Registration Act at the time the proposal is received, or the proposal will be determined to be non-responsive.
- Any non-listed contractor must be registered with the Department of Labor and Workforce Development prior to physically starting work. It is the responsibility of the General Contractor to insure that all non-listed sub-contractors comply.
- Contractors are encouraged to submit their and all named sub-contractors' Public Works Contractor Registration Certificates with the bid.

### **Prevailing Wage & Labor Laws**

The New Jersey Prevailing Wage Act (P.L. 1963, Chapter 150) and provisions of the State Labor Laws must be complied with by the successful bidder, if applicable. The current Prevailing Wage Rates can be found online at <https://www.nj.gov/labor/wageandhour/prevailing-rates/public-works/currentprevailingwage.shtml>

All Certified Payrolls for Public Works Projects **must** be submitted online via the New Jersey Wage Hub website which can be accessed through the following link: <https://njwages.nj.gov/>. Certified payrolls must be submitted within ten (10) days of the payment of wages for each pay period, **both** online via New Jersey Wage Hub and hard copy to the contracting unit.

### **Special Surety Bid Requirements for Certain Construction Projects**

The attention of the bidder is called to the provisions of N.J.S.A. 2A:44-143 which requires that the County of Ocean shall only accept performance and payment bonds from surety companies meeting the requirements of that statute. The bidder shall deliver with its bid a Consent of Surety. The Bidder's Surety Company shall complete the "Certificate of Surety Company" which bidder shall submit with its bid.

### **New Jersey Business Registration Requirements**

Pursuant to N.J.S.A. 52:32-44, Ocean County (“Contracting Agency”) is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

### **Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).**

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, 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 proof of business registration not properly provided under a contract with a contracting agency.

### **Pay to Play Requirements**

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

**Statement of Ownership**

The provisions of N.J.S.A. 52:25-24.2 applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

**Disclosure of Investment Activities in Iran**

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at [www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf).

The Chapter 25 list must be reviewed prior to completing the certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may provided by law, rule or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party. Prior to contract award or authorization, the contractor shall provide the Contracting Agency with a completed Certification on Disclosure of Investment Activities in Iran.

**Certification of Non-Involvement in Prohibited Activities in Russia or Belarus**

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**Insurance Requirements**

The contractor shall maintain primary insurance to protect against all claims under Workmen's Compensation, Comprehensive General Liability and Automobile. Except for Workmen's Compensation, all coverage shall apply as primary coverage with respect to any other insurance or self-insurance program afforded to the County. There shall be no endorsement or modification of this coverage to make it excess over other available insurance/coverage; alternatively, if the CGL and umbrella, excess of reinsurance states that it is pro rata, it shall be endorsed to be primary with respect to the County. Primary Coverage shall be subject to approval for adequacy of protection as per the following limits:

**Worker's Compensation**

1. Limits according to Worker's compensation Laws of the State of New Jersey.
2. Contractor's Liability not less than \$100,000.

**Comprehensive General Liability**

1. Bodily Injury - \$500,000 per person; \$1,000,000 per occurrence.
2. Property Damage - \$1,000,000 per occurrence.

**Comprehensive General Liability Details**

Comprehensive Automobile Liability shall include the following:

Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- A. Liability arising out of the ownership, maintenance or use of any auto;
- B. Auto non-ownership and hired car coverage.
- C. Contractor's Worker's Compensation, Comprehensive General Liability and
- D. Comprehensive Automobile Liability arising out of subcontractor's operations shall be identical as that listed above.

**Proof of Insurance**

Copies of each insurance certificate shall be furnished to the County when requested.

**Open Public Records Act (OPRA)**

**\*\* ATTENTION\*\***

Responses received pursuant to this solicitation are subject to complete disclosure pursuant to the Open Public Records Act. Please note that disclosure includes any and all attachments and addenda supplementing the solicitation response. Accordingly, please do not include personal identifying information in any supplementary documents submitted with the solicitation response.

### ***Award Method***

Award shall be made to the vendor bidding the highest bid amount per line item, per park. The bid amount shall be the total dollar amount the bidder will pay the County per park, per season, for the duration of the contract. In the event of equal or tie bids, the County of Ocean reserves the right to award, at its discretion, to the vendor the County considers to be most advantageous, price and other factors considered.

## *Specifications and Scope of Work*

### **Scope of Work**

See document located in "Project Documents", "Attachments" for detailed specifications.

## *Intent*

### **CONTRACT TERMS**

The contract shall be from May 1, 2025 through April 30, 2028, or until delivery is complete unless otherwise stated. The County reserves the right to extend the term of the contract pursuant to N.J.S.A. 40A:11-15.

### **INTENT**

The purpose of this bid package is to provide the County of Ocean with a Contractor who will supply the materials described and specified herein.

### **NO ASSIGNMENT**

This agreement shall not be assigned without the written consent of the County of Ocean which consent shall not be unreasonably withheld. Assignee shall promptly prepare and complete such documents as the County shall require.

### **OWNERSHIP DISCLOSURE**

All contractors shall comply with all laws governing the disclosure of all stockholders or partners, as included in N.J.S.A. 52:25-24.2.

### **BID REVIEW**

Bids may be reviewed at the bid opening and results will be made available online through the County's procurement portal once the bid meeting has concluded. Additionally, bid results are available in the Ocean County Purchasing Department on the day following the bid openings for any interested party that may wish to review them.

### **EVALUATION**

The quality of the equipment supplied, their conformity with the specifications, their conformity with the specifications, their suitability to requirements, delivery terms, guaranty clauses, price of the materials shall all be taken into consideration. Where equivalent equipment is offered, the County will determine if the proposed item is equal or better than that specified.

### **AVAILABILITY OF FUNDS**

The County's obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the County for payment of any money shall arise unless, and until funds are made available each year to the Ocean County Purchasing Agent.

### **MODIFICATIONS AND WITHDRAWALS**

Bids may be withdrawn from the bidder prior to the time fixed for opening. No right for withdrawal exists after the bid has been opened. Written request for withdrawal shall be signed by the bidder or proper corporate officers.

### **USE OF OTHER NAMES AND REFERENCES**

Unless otherwise stated, the use of manufacturers' names and product numbers are for descriptive purposes, and establishing general quality levels only. They are not intended to be restrictive. Bidders are required to state exactly what they intend to furnish, otherwise it is fully understood that they shall furnish all items as stated.

### **QUALITY**

The materials and supplies called for herein, shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examinations and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

### **MODEL INFORMATION REQUIRED**

The manufacturer, make or exact models proposed as substitutes shall also be submitted on bidder's letterhead with any proposal contended to be "equivalent."

### **AVAILABILITY AND DELIVERY**

The bidder should indicate the number of days required for the delivery After Receipt of Order (A.R.O.). If not submitted with the bid proposal, the County reserves the right to request this information prior to the award of contract.

### **TRANSITIONAL PERIOD**

In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or the County of Ocean, the Contractor shall continue all terms and conditions of said contract for a period not to exceed one (1) month at the County's request.

### **COMPLIANCE TO MINIMUM BID REQUIREMENTS / EQUIVALENT PROPOSALS**

It is the intent of these specifications to describe and govern the purchase of a new and unused MOBILE RETAIL FOOD CONCESSIONS AT VARIOUS COUNTY PARKS with any and all accessories as noted herein. The unit shall conform to the highest quality of manufacturing and design standards. Any item or items not specifically mentioned herein, but which would be required to produce a complete working unit, shall be supplied by the vendor.

All bidders must answer compliance questions in full. A general exception cannot be taken for any paragraph or item. If a bidder is basing his proposal on equipment other than what is specified in these bid documents and wishes the equipment he proposes to be considered as an "approval equal", he shall submit on a separate sheet, in the exact format of the technical

specifications contained herein, an item by item description of that which he proposes to substitute including any and all variations from or exceptions to the conditions and specifications of this bid. Failure to comply may result in rejection of bid.

**CURRENT BID RESULTS**

If there is a current contract in place for this bid, those results may be obtained by accessing our procurement portal at the below link:

<https://procurement.opengov.com/portal/oceancounty>

Once you have clicked the link, click "Advanced Search" to begin searching for the current opportunity.

## *Americans with Disabilities Act*

### Equal Opportunity For Individuals With Disabilities

The CONTRACTOR and the COUNTY 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 all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the COUNTY 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 COUNTY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect and save harmless the COUNTY, 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 COUNTY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the COUNTY which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the COUNTY or if the COUNTY incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The COUNTY 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 COUNTY or any of its agents, servants and employees, the COUNTY shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the COUNTY or its representatives.

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

It is further agreed and understood that the COUNTY assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provision of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the COUNTY from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

## ***Mandatory Equal Employment Opportunity***

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

### **GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

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

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

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

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

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

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

## *Vendor Questionnaire*

### **OpenGov Vendor Account Verification\***

I hereby confirm that I am logged into OpenGov using an account directly associated with the Business Name (and corresponding Tax ID number) as provided in all solicitation documentation. I fully understand that, if awarded a contract with Ocean County, the company information listed in the Contract Information Field will be used for the preparation of all contract documents. *Failure to adhere to these requirements may result in the rejection of this bid.*

Please confirm

\*Response required

### **DOCUMENTS TO BE EXECUTED\***

Documents include:

- Signature Page
- Non-Collusion Certification
- Affirmative Action Questionnaire
- **Statement of Ownership (N.J.S.A. 52:25-24.2) (Mandatory Document)**
- Disclosure of Investment Activities in Iran
- Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

**FAILURE TO SUBMIT ANY OF THESE DOCUMENTS MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL.**

All documents should be from this proposal package as forms change frequently and the most updated forms are provided in this specification. The forms must not be dated or executed prior to the date of advertising.

**NOTE: For detailed instructions on how to complete the forms via DocuSign, please access the "Instructions for Completing Forms in DocuSign" document available in the Attachments.**

**Please note: The County's preferred method of submission is DocuSign.**

[Click here to go to the form](#)

\*Response required

### **CONTRACT INFORMATION\***

Should your company be awarded a contract with Ocean County, please provide the contact name and physical mailing address where the contract documents should be mailed. *(no email addresses, please!)*

\*Response required

**Copy of Bidder's Certificate of Employee Information Report**

**Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a Contractor should present one of the following to the County of Ocean:**

- (a) An existing federally approved or sanctioned affirmative action program.
- (b) A New Jersey Certificate of Employee Information Report Approval.
- (c) If the Contractor cannot present "a" or "b", the Contractor is required to submit a completed Employee Information Report (Form AA302 for Goods and Services; Form AA201 for Construction). This form is available [here](#).

**QUESTIONS BELOW MUST BE ANSWERED BY ALL CONTRACTORS ON THE AFFIRMATIVE ACTION DOCUMENT:**

1. Do you have a Federally approved or sanctioned Affirmative Action Program?

**If yes, please upload a photocopy of such approval.**

2. Do you have a State of New Jersey "Certificate of Employee Information Report" approval?

**If yes, please upload a photocopy of such certificate.**

**Please note, the only acceptable file forms are as follows:**

**Documents (doc, docx, rtf, txt, xls, xlsx, pdf)**

**Images (jpg, png, bmp, tif)**

**Copy of Bidder's New Jersey Business Registration Certificate**

Please use this area to upload your company's BRC.

Use this link to verify your company's BRC:

[https://www1.state.nj.us/TYTR\\_BRC/jsp/BRCLoginJsp.jsp](https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp)

Please note that a BRC is not required at the time of bid submission but shall be required prior to the award of a contract.

**Please note, the only acceptable file forms are as follows:**

**Documents (doc, docx, rtf, txt, xls, xlsx, pdf)**

**Images (jpg, png, bmp, tif)**

**Mandatory Equal Employment Opportunity Statement\***

Does the BIDDER comply with the [#Mandatory Equal Employment Opportunity Statement?](#)

Yes

No

\*Response required

**Americans with Disabilities Act Provisions\***

Does the BIDDER comply with the [#Americans with Disabilities Act Provisions?](#)

Yes

No

\*Response required

**Contractor's Data Sheet\***

As evidence of the bidder's qualifications, (s)he shall be required to submit with this bid proposal information requested on the Contractor's Data Sheet.

Please complete the form by clicking on the link. Make sure that the email you complete the form with matches the email of your vendor account.

Please download the below documents, complete, and upload.

- [CONTRACTORS DATA SHEET and ...](#)

\*Response required

**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.

Please confirm

\*Response required

**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 Commissioners as certificate holders and additional insured.**

The vendor further agrees to "Indemnify and hold harmless the Ocean County Board of 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.

\*Response required

**REFERENCES/EXPERIENCE\***

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

\*Response required

**COMMERCIALLY REGISTERED VEHICLES\***

Mobile Food Vending Machines must be registered commercially and display commercial license plates. Submit proof of commercially registered vehicle(s) with bid - i.e. photo of license plate and registration.

\*Response required

**ADDITIONAL DOCUMENTATION**

Please add any additional documentation you wish to be considered here.

**Acknowledgement of Submission of Forms from Current Bid Package\***

Bidders shall complete all documents and acknowledge all terms included with the bid package. All documents should be from this bid package as forms change frequently and the most updated forms are provided in this specification. The forms must not be dated or executed prior to the date of advertising. Failure to follow these instructions is cause for rejection.

Please confirm

\*Response required

**Submission of Bid Package\***

By submitting a response to this solicitation, the Vendor understands and acknowledges that all required documents to this solicitation must be submitted and that failure to do so may be cause for rejection.

Bidder also understands that only one (1) bid submission shall be considered. Please DO NOT Submit a manual bid response. Submitting a manual response in addition to the electronic response is cause for rejection of your bid.

Please confirm

\*Response required

## *Pricing Proposal*

### MOBILE RETAIL FOOD CONCESSIONS AT VARIOUS COUNTY PARKS NO. II

Line Item	Description	Unit of Measure	Minimum Price County Will Accept	Minimum Bid (Per Year)	No Bid	Comments
<b>LOCATION I - Ocean County Park, Route 88, Lakewood, NJ</b>						
2	Light Meals	\$	\$400.00			
<b>LOCATION II - Lake Shenandoah Park, Route 88/New Hampshire Ave., Lakewood, NJ</b>						
4	Light Meals	\$	\$400.00			
<b>LOCATION III - Patriots' County Park, Bowman Road, Jackson Township, NJ</b>						
5	Frozen Snacks	\$	\$500.00			
6	Light Meals	\$	\$400.00			
<b>LOCATION IV - A. Paul King County Park, Route 72, Stafford Township, NJ</b>						
7	Frozen Snacks	\$	\$500.00			
8	Light Meals	\$	\$400.00			
<b>LOCATION V - Beaver Dam Creek County Park, Point Pleasant, NJ -AND- Gull Island County Park, Point Pleasant Beach, NJ</b>						
9	Frozen Snacks	\$	\$500.00			
10	Light Meals	\$	\$400.00			
<b>LOCATION VI - Jake's Branch County Park, 1100 Double Trouble Rd., Beachwood, NJ</b>						
11	Frozen Snacks	\$	\$500.00			
12	Light Meals	\$	\$400.00			
<b>LOCATION VII - Mantoloking Fishing Pier, 30 Mantoloking Road, Brick, NJ</b>						
14	Light Meals	\$	\$400.00			
<b>LOCATION VIII - John C. Bartlett, Jr., County Park, Bayville, NJ</b>						
16	Light Meals	\$	\$500.00			

**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 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.**

**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:

- |               |  |
|---------------|--|
| LOCATION I    | Ocean County Park<br>Route 88, Lakewood, NJ  |
| LOCATION II   | Lake Shenandoah Park<br>Route 88/New Hampshire Avenue<br>Lakewood, NJ  |
| LOCATION III  | Patriots' County Park<br>Bowman Road, Jackson Twp., NJ   |
| LOCATION IV   | A. Paul King County Park<br>Route 72, Stafford Twp., NJ  |
| LOCATION V    | Beaver Dam Creek County Park<br>Point Pleasant, NJ<br>-and-<br>Gull Island County Park<br>Point Pleasant Beach, NJ |
| LOCATION VI   | Jake's Branch County Park<br>1100 Double Trouble Rd., Beachwood, NJ  |
| LOCATION VII  | Mantoloking Fishing Pier<br>30 Mantoloking Road, Brick, NJ   |
| LOCATION VIII | John C. Bartlett, Jr. County Park<br>399 Brennan Concourse<br>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, Director, 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, Director, 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 ensure that all vehicles and equipment are properly maintained in a clean and functional condition, with reasonable wear and tear accepted. Any vehicle or equipment utilized in the retail sale of food must undergo inspection by the Ocean County Health Department, with proof of a satisfactory inspection provided to Mary Jane Bavais, Ocean County Department of Parks and Recreation. Additionally, a copy of the inspection certificate must be visibly displayed on the vehicle before food sales begin.

All vehicles used in operations must have valid registration and insurance coverage in the contracted vendor's name. If a vehicle is leased, the vendor must provide a copy of a binding lease agreement or contract. All required documentation must be submitted to Mary Jane Bavais, Ocean County Department of Parks and Recreation, prior to the start of any operations.

The use of bells, loudspeakers, or any form of amplified sound is strictly prohibited. Distribution of handbills or other promotional materials is not allowed. Vendors must remain with their vehicles at all times and are not permitted to leave them unattended.

Vendor vehicles must not exceed twenty (20) feet in length and ten (10) feet in width. Any overhead coverings or awnings must receive prior approval from Mary Jane Bavais, of the Ocean County Department of Parks and Recreation. All vehicles and vending equipment must display clear identification of the vendor or Vendor Company. The final decision on approved equipment will be made by Mary Jane Bavais. Additionally, all vending equipment and related items must be removed from Parks property at the close of each day.

Vendors are solely responsible for providing any necessary utilities or auxiliary power to operate their equipment. The County will not provide water, electricity, gas, telephone, sewer, or any other utilities unless expressly stated otherwise.

All equipment and vehicles must comply with applicable fire codes.

**SCOPE OF CONCESSIONS**

**Successful bidder shall not be permitted to 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 Commissioners as certificate holders and additionally insured. The vendor further agrees to "Indemnify and hold harmless the Ocean County Board of 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.