

**BOROUGH OF PROSPECT PARK  
COUNTY OF PASSAIC  
STATE OF NEW JERSEY**

**REQUEST FOR PROPOSALS**

**FOR  
OPERATION AND MANAGEMENT OF THE HOFSTRA PARK  
SNACK BAR CONCESSION STAND**

**SEALED PROPOSALS MUST BE RECEIVED AT:**

**Borough of Prospect Park  
Attention: Intashan Chowdhury, Borough Administrator  
106 Brown Avenue  
Prospect Park, NJ 07508**

**By**

**March 23, 2022**

**11:00 A.M.**

**BOROUGH OF PROSPECT PARK**  
**RFP DOCUMENTS**  
**BOROUGH OF PROSPECT PARK HOFTSRA PARK SNACK BAR CONCESSION STAND**

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## **ADVERTISEMENT**

### **REQUEST FOR PROPOSALS FOR THE OPERATION AND MANAGEMENT OF THE PROSPECT PARK HOFSTRA PARK SNACK BAR CONCESSION STAND**

Notice is hereby given that sealed proposals will be received by the Borough of Prospect Park in the County of Passaic, New Jersey for a Vendor to operate and manage the Prospect Park Hofstra Park Snack Bar Concession Stand for the Borough of Prospect Park. Proposals will be opened and read in public by the Borough Administrator, 106 Brown Avenue, Prospect Park, New Jersey, 07508 **on March 23, 2022 at 11:00 A.M.** prevailing time.

Proposal shall be delivered by hand or mailed to the Borough Administrator, 106 Brown Avenue, Prospect Park, New Jersey 07508 by 11:00 A.M. prevailing time on March 23, 2022. Proposed Vendors are responsible for the timely delivery of their proposal and no proposal shall be accepted after the public call for receiving proposals. Proposals received after the date and time specified herein will be returned unopened to the bidder. The Borough assumes no responsibility for Proposals that are improperly mailed, misdirected or which arrive late.

Request for Proposal Documents (“RFP Documents”) for the proposed scope of services being sought are available with the Borough Administrator, 106 Brown Avenue, Prospect Park, New Jersey 07508 and may be inspected or received by prospective vendors during regular business hours, 8:00 AM to 4:00 PM. Prospective Vendors will be furnished with a copy of the RFP Documents upon proper written request or in person request.

Proposals should be submitted on the required forms and must be enclosed in a sealed envelope bearing the name and address of the Proposed Vendor, in a sealed envelope labeled **“Borough of Prospect Park Hofstra Park Snack Bar Concession Stand - Request for Proposals”** and addressed to the Borough Administrator, Intashan Chowdhury, 106 Brown Avenue, Prospect Park, NJ 07508.

Bidders must also include with their Proposal the following documents: Proposal Form, Experience Sheet, Personnel Information Sheet, Non-Collusion Affidavit, Ownership Disclosure Statement, New Jersey Business Registration Certificate, Mandatory Equal Employment Opportunity Language Form, Americans With Disabilities Act Of 1990 Form, C. 271 Political Disclosure Statement, Disclosure Of Investment Activities In Iran Form, Acknowledgement Of Addenda, Completed W-9 and the RFP Submission Checklist.

No proposal may be withdrawn for a period of sixty (60) days after the date set for the opening thereof. The contract will be awarded to the highest scoring, most qualified and responsible Vendor. It is the intention of the Borough to award a contract to the proposed vendor based upon relative experience, qualifications, and who will provide the highest quality of service at fair and competitive prices in accordance with the selection criteria set forth in the RFP Documents pursuant to *N.J.S.A. 40A:11-4.1*. The Borough reserves its rights to reject any or all proposals or to waive any informality and to accept the proposal that, in its judgment, will best serve the interests of the Borough consistent with the criteria set forth in the RFP Documents.

Proposed Vendors are required to comply with the current requirements of *N.J.A.C. 17:27*, *N.J.A.C. 5:34-1* and *N.J.S.A. 34:11-56.25 et. seq.* (P.L. 1963, c. 150, Prevailing Wages)

Intashan Chowdhury, Borough Administrator, 106 Brown Avenue, Prospect Park, New Jersey 07508

## **SECTION 1**

### **INTRODUCTION**

The Borough of Prospect Park is soliciting proposals for the right as an independent contractor of the Borough to provide all personnel, supplies, goods and management necessary to satisfactorily operate the Borough of Prospect Park Hofstra Park Snack Bar Concession Stand for a term of one (1) year with an option to renew for two one (1) year extensions at the Borough's sole discretion. The initial term shall commence upon the award and execution of an agreement with the Borough and shall expire December 15, 2022, unless otherwise renewed by the Borough. Thereafter, the term of contract and "Concession Stand Season" shall commence March 1<sup>st</sup> and expire December 15<sup>th</sup>. This Request for Proposals ("RFP") is designed for those interested in creating a contractual relationship to operate and manage the Borough owned concession stand at Hofstra Park to submit a Proposal to the Borough for consideration. It is the goal of the Borough of Prospect Park to provide the Borough residents and visitors to Hofstra Park with quality food, snack and beverage services at reasonable costs.

## **SECTION 2**

### **OVERVIEW**

#### **Intent and Scope of Work**

The Borough of Prospect Park seeks to receive proposals for the operation and management of the Borough of Prospect Park Hofstra Park Concession Stand. The successful vendor shall be solely responsible for the operation and management of the Borough of Prospect Park Hofstra Park Concession Stand ("Snack Bar"), including but not limited to providing all necessary personnel, food, beverages, snacks and supplies necessary to operate and maintain the Snack Bar Facilities. The Snack Bar Facilities consist of the Concession Stand located at Hofstra Park. The Facilities under the proposed agreement shall for the use of the 12' x 17' building with the 4' wide sidewalk. The building contains two sinks (a utility sink and a hand wash sink) and an 18" x 72" storage shelf. The Facilities that the contractor will be permitted to utilize includes the interior space of the snack bar and an area immediately adjacent to it for the location of a grill, which the successful contractor shall supply and ensure the safe operations thereof. The specific location of the grill shall be approved by the Borough prior to its operations. The proposed arrangement does not include access to the pavilion area, which may be utilized by the Borough, residents for exclusive use on a permit basis.

All proposed vendors shall familiarize themselves with the Borough of Prospect Park Hofstra Park Concession Stand and the space to be utilized for the operations prior to the submission of their proposal. All proposed Vendors are strongly recommended to conduct a site visit prior to the submission of its proposal. Arrangements for the inspections shall be made by contacting the Borough Administrator at (201) 625-3620 or [chowdhuryi@prospectpark.net](mailto:chowdhuryi@prospectpark.net).

#### **Term of Contract**

It is anticipated that the contract will be awarded for a term of one year, with an option to renew for two one (1) year extensions at the Borough's sole discretion. The initial term shall commence upon the award and execution of an agreement with the Borough and shall expire December 15, 2022, unless otherwise renewed by the Borough. Thereafter, the term and

“Concession Stand Season” shall commence March 1<sup>st</sup> and expire December 15<sup>th</sup>. Renewals and extensions shall be at the Borough’s sole discretion and may require costs adjustments in accordance with applicable law.

## **Evaluation and Award**

Proposals will be evaluated by and ranked by the Borough of Prospect Park on the factors most advantageous to the Borough including managerial competency, technical criteria and price. After review and analysis to ensure that the proposed operation and management complies with all requirements of the Borough set forth herein, the proper officials of the Borough of Prospect Park may recommend the award of the concession contract pursuant to *N.J.S.A. 40A:11-4.1, et seq.* and *N.J.A.C. 5:34-4.1, et seq.* The Borough reserves the right to reject all proposals.

## **Qualifications and Experience Criteria**

Vendor must demonstrate the ability to operate and manage the Borough of Prospect Park Hofstra Park Concession Stand. Please include a list of at least three (3) references wherein the Vendor has successfully provided similar types of services.

## **Management Criteria**

Proposed Vendors shall demonstrate the financial ability of the vendor to supply the Borough of Prospect Park Hofstra Park Concession Stand with the appropriate food, snacks, beverages, and staffing, for the operation of the Snack Bar. Proposed Vendors shall also demonstrate that it will satisfy all of the responsibilities, including but not limited to the personnel components of this RFP.

## **Borough of Prospect Park Hofstra Park Concession Stand and Concession Operations Technical Criteria**

The Borough of Prospect Park Hofstra Park Concession Stand operations are a key component to the overall character of Hofstra Park. The selected respondent will be required to satisfy the following conditions:

### Personnel

The successful vendor will be responsible for hiring and paying all necessary employees for the management, preparation, sale and distribution of food, snacks and drink and maintaining the cleanliness and sanitation of the premises and equipment. These individuals will be the exclusive employees of the successful vendor and not employees of the Borough.

The successful vendor must supply a sufficient enough amount of manpower at all times to conduct the daily operation of the Borough of Prospect Park Hofstra Park Concession Stand.

Supervisory Personnel must be available at all times of hours of operation. The name of the on-site manager/supervisor of the Concession Stand/Snack Bar for the 2022 season must be submitted with the Vendor’s Proposal.

The successful vendor shall train, instruct and supervise the sales personnel and employees to ensure full compliance with the Agreement between the Borough and Vendor.

Vendor's employees shall be in appropriate attire in compliance with Board of Health regulations and codes.

The successful vendor shall maintain Workers Compensation Insurance and will provide the Borough with proof of that insurance.

Upon written notice to the Vendor, the Borough may request the removal of any person assigned to the Borough of Prospect Park Hofstra Park Concession Stand whose work is unsatisfactory or has conducted him or herself in an unprofessional manner. Upon receipt of such notice the Vendor shall remove said employee from their assignment to the Borough of Prospect Park Hofstra Park Concession Stand.

The successful vendor shall require all personnel performing work under the Agreement with the Borough to authorize a background investigation of its employees by submitting a release to perform such a background investigation. If requested, this investigation shall include a National Criminal Information Center report (NCIC), driver's license reviews, and police check.

The successful vendor shall comply with all federal, state, environmental regulations and/or other applicable requirements, and local laws related to minimum wage, social security, nondiscrimination, ADA, unemployment and workers' compensation as well as be solely responsible for the payment and/or withholdings of state and federal taxes.

#### Pre-Season Cleaning

The successful vendor shall clean the rental premises and prepare all equipment (whether supplied by Borough or vendor) for Health Department inspections at the vendor's sole expense. The vendor shall schedule inspections and approvals must be obtained no later than two weeks prior to the first day of operations. The successful vendor will be solely responsible to obtain any and all necessary permits for its operations, including but not limited to a Food Handler's Permit from the Board of Health

#### Operating Hours

Hours of operation may vary based upon the season and weather. However, at a minimum, the contractor shall provide full snack bar service from 11:00 a.m. to 5:00 p.m. on the weekends and holidays beginning the Saturday of Memorial Day weekend until the last day of classes for the Prospect Park public schools and then daily until and including Labor Day, unless directed or permitted by the Borough Administrator otherwise. The successful respondent shall have access to operate the Concession Stand on a daily basis, including weekdays, from March 1<sup>st</sup> through December 15<sup>th</sup>. The successful respondent may, but shall not be required to operate at times when the Spray Park is closed and/or in the rain or inclement weather. In addition, whenever the Borough hosts a Special Event at Hofstra Park, *i.e.* Prospect Park Day (September), Haunted Hayride (October), Prospect Park Fire Department Color Run (May), Community Clean-up Day (April-May), the contractor shall also provide snack bar service during said events. The Borough Recreation Director shall inform the Contractor with a schedule and times of such events. In addition, the successful Respondent may operate during all hours of operation for which the Hofstra Park Spray Park is opened. The aforementioned hours are the minimal hours of operation. Any deviation from the base schedule must be approved by the Borough Administrator and/or his designee. In addition, various sporting events, practices and games are hosted at Hofstra Park from March (baseball, softball, t-ball, soccer) through October. Prospect Park also operates a day

camp on week days from the end of the school year to the end of August, from 7:00 a.m. to 5:00 p.m. The Contractor will be permitted to operate the Hofstra Park Concession Stand during such events and must provide the Borough Administrator with a schedule of operations. The Contractor will not be permitted to operate the Hofstra Park Concession Stand at anytime when Hofstra Park is closed.

Failure to properly staff or provide full snack bar services during the required hours of operation shall constitute a material breach of the Agreement with the Borough.

The Borough Administrator and/or Recreation Director, in his/her sole discretion, has the authority to close the any of its facilities, including the snack bar, in case of inclement weather or for other safety reason. When the Prospect Park Spray Park remains open, the snack bar concession must be staffed and operational.

#### Daily Use of Borough of Prospect Park Hofstra Park Concession Stand

The operator of the Facilities is expected to maintain and operate the Borough of Prospect Park Hofstra Park Concession Stand, subject to all rules and regulations promulgated by the Borough of Prospect Park relating to Hofstra Park.

The Borough will supply the designated space Borough of Prospect Park Hofstra Park Concession Stand. The operator will be responsible for providing all other equipment, materials and supplies deemed necessary to successfully operate and maintain Borough of Prospect Park Hofstra Park Concession Stand, including but not limited to cooking equipment (grill), refrigeration, food, snacks, beverages, napkins, plates, condiments and utensils.

The successful vendor shall be responsible for all promotional and marketing of the food and snack services and the hours of operation of the Hofstra Park Concession Stand.

The successful vendor must obtain the proper food licenses and any other licenses required at the vendor's expense prior to the opening of the Snack Bar.

The successful vendor shall keep clean and maintain the interior of the building and all equipment therein, whether the equipment is owned by the Borough or the vendor.

The successful vendor will maintain and keep all of the Borough and its own equipment clean and sanitary at all times in conformance with the Health Code of the Borough of Prospect Park.

The Borough will dispose of all normal garbage created by the food service provided said garbage is put in heavy duty plastic bags and placed in an area designated by the Borough Administrator and/or his designee.

The successful vendor shall be responsible for the collection and separation of recyclable items, i.e., aluminum cans and plastic bottles.

The successful vendor shall be responsible for the proper disposal of any/all cooking/fryer oils by private cartage arrangement.

The Borough of Prospect Park shall approve of any equipment to be used by the successful vendor prior to its use.



Any items for sale other than food and beverages must be approved by the Borough Administrator and/or his designee.

The Borough Administrator and/or his designee reserve the right to allow the sale of food items at Hofstra Park by local not for profit organization for fundraising purposes.

### Menu Items

The operator is expected to serve quality food, snacks and drinks to meet the needs of the Borough of Prospect Park residents and visitors to Hofstra Park.

Attached to the Bid Form is the Required Snack Bar Menu to be offered at Borough of Prospect Park Hofstra Park Concession Stand at a minimum. The proposed vendor shall meet the requirements and provide the information requested and complete the "Maximum Retail Price" for each of the items listed therein.

In addition to those menu items in the "Required Snack Bar Menu", Proposed vendors shall also provide a "Proposed Snack Bar Menu" of additional snack bar menu items, it proposes to offer for sale. Each item must be described in the terms of its size or weight, quality and type along with the "Maximum Retail Price" for each of the items listed therein. The Vendor is permitted and even encouraged to provide a more extended menu with consideration given in making the award of contract to the extent of the menu proposed and the maximum costs to be charged to customers.

Proposed vendors shall submit the Bid Proposal Form showing additional concession menu items with the maximum process for the menu item. The schedule must include the size of the item being sold and the price to be charged. The maximum amounts to be charged for menu items should not be a substantially higher than prices charged for comparable items by food vendors and restaurants in the Borough or its vicinity.

A schedule of all items to be sold and the prices to be charged shall be submitted to the Borough with this proposal and shall be subject to the approval of the Borough. The approved selling items and prices of all items to be sold shall be conspicuously displayed at the Snack Bar at all times.

The Borough strongly encourages and will review favorably within the technical criteria the inclusion of healthy menu options as well as halal menu selections in the schedule of items to be sold.

No beverages shall be sold or dispensed in glass containers. No food shall be served on or in anything made of glass.

There is no right to sell alcoholic beverages, tobacco or gum products of any kind at any time.

The successful vendor shall insure its equipment against loss or damage. The Borough assumes no responsibility for the vendor's supplies and/or personal equipment stored at the Snack Bar which may be lost or damages due to fire, theft, power failure or any other reasons.

## Special Events

The Borough of Prospect Park hosts various special events at Hofstra Park over the course of the year (approximately 4-6 times), such as, Prospect Park Day (September); Haunted Hay Ride (October); Prospect Park Fire Department Color Run (May); Community Clean-up Day (April-May); Opening Day of Spray Park (May). During such events, the successful vendor shall operate the Hofstra Park Concession Stand. Said events will be publicly posted. Proposed Vendors are encouraged to provide different types of menus and options for the Borough. If additional space is needed on said forms, respondents should use additional pages.

In addition, the proposed vendor may also offer to Prospect Park residents and visitors of Hofstra Park other special menu options or packages for members who wish to hold a birthday party or other type event at Hofstra Park and/or the Spray Park. Proposed Vendors may also provide to the Borough the types of menu offered and proposed costs for the same. However, all arrangements for the and transactions shall be between the vendor and Borough Residents and/or visitors and not the Borough of Prospect Park, unless specifically authorized by the Borough Administrator. Proposed Vendors should elaborate types of services to be offered. However, the successful contractor shall have no authority to grant a permit to residents, visitors and/or organizations for use of the Hofstra Park facilities and shall refer any and all requests to the Borough for the same.

The Borough of Prospect Park reserves the right, in its sole discretion, to hire an outside caterer for any special event and to utilize the Borough of Prospect Park Hofstra Park Concession Stand during a Special Event, in the event that the Borough does not believe the successful vendor will be able to provide satisfactory services for the Special Event.

## Post-Season Cleaning

Before vacating the premises for the 2022 Season, the successful vendor shall perform a complete clean-up of the Borough of Prospect Park Hofstra Park Concession Stand area, including but not limited to floors, walls, and Borough Equipment. All final clean-up and vacation of the premises, including the removal of all non-Borough owned equipment must be removed by December 15<sup>th</sup>, unless extended by the Borough Administrator.

Successful vendor shall remove all food no later than December 15<sup>th</sup>. Successful vendor shall not store any food in the rental premises during the off-season. Successful vendor shall clean the rental premises to the satisfaction of the Borough prior to December 15<sup>th</sup>.

All equipment which is property of the successful vendor must be removed from the premises at the successful vendor sole expense within fifteen (15) days of notification of the termination or notification that the contract will not be renewed for the next season.

Upon written request and explanation by the successful vendor and upon written consent by the Borough Administrator, the successful vendor may store equipment or non-food supplies in the premises, at no cost to the successful vendor, after the rental period at the successful vendor's sole risk of loss or damage due to any cause, including theft, vandalism or natural events. It is within the sole judgment of the Borough to permit the off-season storage of non-food supplies; the Borough may refuse to consent to the storage of any items for any reason whatsoever.

## **Concession Fee Proposal**

The successful vendor shall be responsible for the operation and management of the Borough of Prospect Park Hofstra Park Concession Stand. The successful vendor shall have

the sole right to sell food and refreshments at the Borough of Prospect Park Hofstra Park Concession Stand, except that: (1) Borough Residents and Hofstra Park Visitors will be permitted to bring their own food and refreshments and are entitled to use of the pavilion area for consumption of their own refreshments; (2) fund raising events for groups connected with the Borough, may be permitted, at the discretion of the Borough Administrator to sell food related items and (3) the Borough reserves the right to hire outside caterers or use its own personnel, as provided elsewhere in this RFP, for special events.

The Snack Bar Concession shall be a self-sufficient independently operated requiring no Borough capital or operating expenses. The Contractor shall provide a concession fee to the Borough for the privilege to utilize the Borough's space and equipment to operate the Snack Bar Concession. The Concession Fee proposed shall be for the 2022 Season (Upon execution of agreement through December 15<sup>th</sup>, 2022). The concession fees shall not be a percentage of revenue or profit and shall be a fixed amount. The concession fee shall be paid to the Borough of Prospect Park on a monthly basis commencing upon the execution of the Agreement, to be determined by the Borough. All concession payments must be received by the Borough Administrator or his/her designee by 4:30 p.m. on the due date. Failure to make a timely payment shall be a material breach of the Agreement warranting immediate vacation of the premises and the cessation of the operation of the Snack Bar Operations.

The Concession fee is non-refundable. The Borough makes no guarantee or warranty of the amount of sales or revenue to the proposed vendors. No contractor shall be entitled to an adjustment of fees payable to the Borough due to the closure of the Hofstra Park and/or the Spray Park due to weather or other any other reason whatsoever, unless the Hofstra Park shall be closed for more than thirty (30) consecutive days during the season.

In addition to the Concession Fee, the successful Vendor shall provide a five hundred dollar (\$500.00) security deposit, which will be returned, without interest after the Borough Administrator and/or his designee approves the condition of the Snack Bar and equipment as left at the conclusion of the 2022 Season.

### **SECTION 3**

#### **GENERAL INFORMATION**

##### **Procurement Process and Schedule**

Proposals will be reviewed and evaluated by the Borough to determine if the Proposer has met the minimum requirements of professional management, technical, administrative and financial areas described in this RFP. The selection of a qualified vendor is being made pursuant to N.J.S.A. 40A:11-4.5 of the Local Public Contracts Law, *N.J.S.A. 40A:11-1, et seq.* The Borough has structured a procurement process that establishes a competitive process to assure that each person and/or firm is provided an equal opportunity to submit a Proposal in response to this RFP. Based upon the totality of information contained in the Proposal, the Borough will determine which Vendor is best based upon relative experience, qualifications, and who will provide the highest quality of service at fair and competitive prices in accordance with the selection criteria set forth herein.

All communications concerning this RFP or the RFP process shall be directed, in writing, to the Borough Administrator.

Proposals must be submitted to, and be received by the Borough, by on the date due. Proposals will not be accepted by facsimile transmission or electronic mail.

## **Conditions Applicable to RFP**

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

- All costs incurred by the Vendor in connection with responding to this RFP shall be borne solely by the Vendor.
- The Borough reserves the right (in its sole judgment) to reject any Vendor that submits incomplete responses to this RFP, or a Proposal that is not responsive to the requirements of this RFP.
- The Borough reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information. Prospective vendors shall be notified of any modifications made by the Borough of Prospect Park.
- No Proposals shall be returned.
- All Proposals will be made available to the public at the appropriate time, as determined by the Borough (in the exercise of its sole discretion) in accordance with law.
- The Borough may request proposed Vendors to send representatives to the Borough for interviews and/or demonstration of the proposed system.
- Any and all Proposals not received by the Borough by the date and time due will be rejected and returned.
- Neither the Borough, nor their respective staff, consultants nor advisors shall be liable for any claims or damages resulting from the solicitation or preparation of the Proposal.
- The Borough may waive any technical non-conformance with the terms of this RFP.
- The Borough may suspend or terminate the procurement process described in this RFP at any time (in its sole discretion.) If terminated, the Borough may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the proposed Vendors.

## **Duty to Notify of Errors**

Vendors shall carefully study, compare, correlate and coordinate its obligations both within the Proposal Specifications and as to extrinsic information that may in any way affect its obligations, including circumstances pertaining to the description of the Services required by the Proposal Specifications, the site or use thereof in the performance of the Services, and any such other factors as may affect the Services. Except as specifically provided in the Proposal Documents, the respondent assumes all risks and responsibility for any and all conditions and circumstances that pertain to the Services whether the same are known or unknown to the respondent at the time of submission.

Notice of any alleged error, omission or inconsistency that should have been reasonably identified prior to submittal shall be provided to the Borough immediately in

order so that the Borough in its discretion, may issue an Addendum. A vendor's failure to do so constitutes an absolute waiver of any claims with respect to any error, omission or inconsistency that may thereafter be asserted with respect thereto, and shall bar any recovery regarding such claims.

### **Promptness of Proposal Submittal**

It is the responsibility of the vendor to ensure that its proposal is presented at the Borough Offices before the date and time fixed for closure of the proposal period. Proposals will not be accepted or received by the Borough after the advertised closing date and time. The Borough assumes no responsibility whatsoever in connection with any defects arising out of the issuance of the Contract or the receipt or failure to receive proposals, including those which may arise from delay for any reason in obtaining the Contract or submitting the proposal forms, including but not limited to, traffic delay, messengering, mislabeling, misdirections from any source, mis-delivery or otherwise.

### **Laws and Regulations.**

The successful vendor is required to keep itself informed of and to comply with all applicable Federal, State and Local laws and rules and regulations of all authorities having jurisdiction over the subject matter of the contract. If applicable, the successful respondent shall also be responsible for securing and paying for all permits, governmental fees and licenses necessary for the proper execution and completion of the work required by the Contract.

### **Post-Award Submittals.**

The successful vendor shall provide its Post-Award Submittals, including all Contract Forms, all required insurance, (all of the above dated and fully effective simultaneous with the date of the Agreement); and a list of key personnel, including, business, mobile and emergency telephone and fax information, as and when required by the Borough.

### **False Material Representation - N.J.S.A 2C:21-34-97(b)**

A person commits a crime if the person knowingly makes a material representation that is false in connection with the negotiation, award, or performance of a government contract. If the contract amount is for \$25,000.00 or above, the offender is guilty of a crime of the second degree. If the contract amount exceeds \$2,500.00, but is less than \$25,000.00, the offender is guilty of a crime of the third degree. If the contract amount is for \$2,500.00 or less, the offender is guilty of a crime of the fourth degree.

### **Interpretations and Addenda**

No interpretation of the meaning of the specifications will be made to any vendor orally. Every request for such interpretation should be made in writing to the Borough Administrator and must be received no later than **12:00 p.m. on 13<sup>th</sup> day, March, 2022** to be given consideration. Any and all interpretations and any supplemental instructions will be distributed in the form of a written addenda to the specifications. All addenda so issued shall become part of the contract document.

## **Indemnification**

The Successful Vendor agrees to defend, indemnify and hold the Borough harmless in connection with any claims made by any subcontractors or suppliers concerning work performed or goods provided, including, without limitation, claims for unpaid wages and/or benefits, or claims relating to or claims resulting from the Borough's termination of this Agreement.

The Successful Vendor agrees to defend, indemnify and hold the Borough harmless for any claims brought against, or damages incurred by the Borough as a result of the Successful Proposer's or its agents', servants', or subcontractor's actions, inactions, negligence, breach of contract, and/or failure to comply with any applicable law, regulation, ordinance, code, rule or policy. The Successful Vendor also agrees to defend, indemnify and hold the Borough harmless for any claims brought against, or damages incurred by the Borough as a result of the services provided by the Successful Proposer or its employee/s, agent/s, servant/s, or subcontractor/s.

## **Insurance Required**

Upon the award of a contract, the successful vendor shall furnish a certificate of insurance naming the Borough of Prospect Park as an additional insured for general liability, professional liability, cyber liability and workers compensation. The insurance required shall be maintained in full force and effect until all work to be performed under the terms of the contract is satisfactorily completed and accepted by the Borough. The Contractor shall furnish the Borough with satisfactory proof of carriage of the insurance required by submitting a certificate of insurance naming the Borough of Prospect Park as an additional insured interest. Each insurance policy and endorsement shall contain undertaking by the insurance carrier not to cancel the policy except upon thirty (30) days' notice to the Borough. The policies and endorsements shall be specifically referred to the Borough as an insured party of this contract and shall state that the insurance as provided conforms to the requirements of these contract documents. All insurance required by this contract shall be placed with responsible insurance companies authorized to do business in the State of New Jersey which are satisfactory to the Borough.

## **Affirmative Action Requirements.**

Each Vendor shall submit to the Borough, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- i. Appropriate evidence that the Respondent is operating under an existing federally approved or sanctioned affirmative action program; or
- ii. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27 et seq.; or
- iii. An employee information report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27 et seq.

The successful proposer shall also be required to comply with the Mandatory Equal Employment Opportunity Language for Goods, Professional Services and General Services as set forth in this RFP. This language will be incorporated into and made a part of the contract as an exhibit thereto.

Proposers shall fill out and submit the Affirmative Action Compliance Form with their Proposal (Proposal Forms H & I).

## **Business Registration Certificate (N.J.S.A. 52:32-44)**

Pursuant to N.J.S.A. 52:42-44, all Respondents should submit with their proposal package a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey. Such certificate shall have been issued prior to the proposal due date and time. Proposers shall also complete and submit the Proposal Form Proposal Form G with their Proposal.

## **Ownership Disclosure Statement**

Pursuant to N.J.S.A. 52:25-24.2, the Bidder shall submit with its Bid, or prior to receipt of bids, a statement setting forth the names and addresses of all stockholders in the corporation, partnership or other business entity bidding who own ten percent (10%) or greater interest therein (Proposal Form F).

If one or more such stockholder or partner is itself a corporation, partnership or other business entity, the Bidder shall submit further disclosures for such entity pursuant to the law.

## **Political Contribution Disclosure Statement — Pay to Play.**

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the ELEC pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005 Chapter 271 Section 3) if the business entity receives contacts in excess of \$50,000 from public entities in a calendar year. It is the business entity's responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement Commission at 1-888-313-3532 or at [www.elec.nj.us](http://www.elec.nj.us).

Chapter 271 Political Contribution Disclosure Form All respondents shall submit with their Proposal package a completed and signed Chapter 271 Political Contribution Disclosure Form (Proposal Form J).

## **Disclosure of Investments in Iran Form.**

Pursuant to N.J.S.A. 52:32-5, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification enclosed in the bid to attest, under penalty of perjury, that the person or entity, or one of the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Borough finds a person or entity to be in violation of the principles which are the subject of this law, they shall take 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 person or entity (Proposal Form K).

## **SECTION 4**

### **SUBMISSION REQUIREMENTS**

Proposals shall be submitted in a sealed envelope. One original and three (3) copies of the sealed proposal packages bearing the name and address of proposer with the contract name clearly marked on the outside envelope in the lower left hand corner must be submitted to the Borough **no later than 11:00 A.M. prevailing time on Wednesday, March 23, 2022** at the address below.

**Intashan Chowdhury, Borough Administrator  
Borough of Prospect Park  
106 Brown Avenue, Prospect Park, NJ 07508**

#### **Borough of Prospect Park Hofstra Park Concession Stand Request for Proposals**

#### **Complete Proposal Submittal**

Vendors shall fully and accurately complete all Proposal Forms as required, with all attachments. Failure to include any required information may render such response incomplete, non-responsive and subject to rejection depending upon the omission. Any rejection of the specified language and contents of the Proposal Forms will also be sufficient grounds for rejection.

Vendors shall familiarize itself with all forms provided by the Borough that are to be returned. If there are any forms that the Borough is to provide that are either missing or illegible, it is the responsibility of the respondent to contact the Borough Administrator for duplicate copies of the forms. This must be done before the due date and time. The Borough accepts no responsibility for duplicate forms that were not received by the respondent in time for submittal.

The Borough may consider any proposal submission not prepared and submitted in accordance with the provisions hereof and may waive informalities or may for any reason reject any and all informal proposals, all in accordance with applicable law.

All documents returned to the Borough shall be signed with an original signature in ink. Failure to sign and return all required documents with the proposal package may be cause for disqualification and for the proposal to be rejected. The Borough will not accept facsimile or rubber stamp signatures on the Proposal.



## **Forms**

Vendors shall complete and return with its Proposal the following forms:

1. PROPOSAL FORM – FORM A
2. VENDOR’S QUESTIONNAIRE - FORM B
3. EXPERIENCE SHEET – FORM C
4. PERSONNEL INFORMATION SHEET – FORM D
5. NON-COLLUSION AFFIDAVIT – FORM E
6. OWNERSHIP DISCLOSURE STATEMENT – FORM F
7. NEW JERSEY BUSINESS REGISTRATION CERTIFICATE – FORM G
8. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE–FORM H
9. AMERICANS WITH DISABILITIES ACT OF 1990 – FORM I
10. C. 271 POLITICAL DISCLOSURE STATEMENT – FORM J
11. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN – FORM K
12. ACKNOWLEDGEMENT OF ADDENDA- FORM L
13. RFP SUBMISSION CHECKLIST

## **SECTION 5**

### **EVALUATION**

The Borough's objective in soliciting Proposals is to enable it to select a firm or organization that will provide high quality and cost-effective services to the Borough of Prospect Park. The Borough will consider Proposals only from firms or organizations that, in the Borough's judgment, have demonstrated the capability and willingness to provide high quality services to the Borough in the manner described in this RFP.

Proposals will be evaluated by the Borough on the basis of the most advantageous, cost and all relevant factors considered. The Borough of Prospect Park will evaluate proposals using the following criteria:

<b>CRITERIA: Technical, management, and cost related criteria used to evaluate the Contractors</b>	<b>Weighting Factor</b>	<b>Points (5 is the highest)</b>
<b>1 – Qualifications and Experience</b> – Demonstrate relevant experience and a successful record providing similar food establishment and/or summer or other types of concessions or Snack Bar operations.	15%	0 to 5
<b>2 – Management Criteria:</b> Considers the financial ability to provide and sustain services, operational efficiency, management capabilities. Also considers the adequacy of proposed staffing.	20%	0 to 5
<b>3 – Technical Criteria:</b> Considers the quality and variety of Vendor's proposed menu and <u>retail pricing and costs to the Borough's residents and Hofstra Park visitors.</u> Also includes the proposed menu (health and halal options) and retail pricing and costs relating to supply residents and/or visitors for special events, i.e., birthday parties.	20%	0 to 5
<b>4 – Concession Fee:</b> Considers the payment amount the Borough is to receive for the privilege to operate the Borough's Snack Bar and to receive all revenue generate from its operations.	45%	0 to 5

**BOROUGH OF PROSPECT PARK**  
**Request for Proposal**  
**Borough of Prospect Park Hofstra Park Concession Stand**

**PROPOSAL FORMS AND DOCUMENTS**

# **Proposal Form A**

**Page 1 of 5**

## **BOROUGH OF PROSPECT PARK HOFSTRA PARK CONCESSION STAND**

The undersigned, having examined carefully the Request for Proposal including all addenda promulgated together with any and all other documents and/or material bound therewith (all of the foregoing collectively being referred to in this proposal as the "Contract Documents"), and the Borough of Prospect Park Hofstra Park Concession Stand Site to perform all services, to furnish all equipment, and otherwise to do all things necessary to complete, in a competent and professional manner, the Contract Work, in strict accordance with the Contract Documents, to your complete satisfaction and acceptance for work covered, hereby submits the following proposal per the specifications, terms and conditions of the RFP for the 2022 Prospect Park Hofstra Park Concession Stand.

We will supply prepare, sell and vend various food concession items as the Borough permits us to sell pursuant to and in accordance with this RFP, and will agree to pay the Borough of Prospect Park the following amount per season:

TOTAL PROPOSED AMOUNT: \$ \_\_\_\_\_

TOTAL PROPOSED AMOUNT (in words): \_\_\_\_\_

Proposal of: \_\_\_\_\_  
(Name of Contractor)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Fax Number: \_\_\_\_\_

The undersigned is a (Partnership / Corporation / Individual) (Please circle one) under the laws of the State of New Jersey having its' principal office at:

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Date of Proposal

**BID FORM**  
**Page 2 of 5**  
**REQUIRED SNACK BAR MENU**

ITEM	DESCRIPTION/SPECIFICATIONS	MAXIMUM RETAIL PRICES
Soda	Specify different kinds, serving size and containers, sizes in ounces and prices for each:	
Noncarbonated Beverages	Describe below at least three noncarbonated beverages, their serving method (i.e., fountain, container, etc.), size in ounces and prices:	
Coffee	Specify different serving sizes in ounces and prices:	
Hamburger	Must be at least 4 oz. pre-cooked weight, 80% lean, Grade A beef served on a hamburger or better bun. Describe proposed size and serving style:	
Hot Dog		
Ice Cream	Describe brands, size, weight and price for at least 3 types of ice cream products and 2 types of ice products:	
Salads	Describe serving size, contents and price for a plain salad, and a salad with meat:	
Pizza	Describe method of preparation (Homemade or frozen) and price for slice	

**BID FORM**  
**Page 3 of 5**  
**ADDITIONAL SNACK BAR MENU ITEMS PROPOSED**

ITEM	DESCRIPTION/SPECIFICATIONS	MAXIMUM RETAIL PRICES

**BID FORM**  
**Page 5 of 5**  
**ALTERNATE EVENT SNACK BAR MENU ITEMS PROPOSED**

ITEM	DESCRIPTION/SPECIFICATIONS	MAXIMUM RETAIL PRICES

## **Proposal Form - B**

### **VENDOR'S QUESTIONNAIRE**

1. How many years have you been in business under your present business name?  
\_\_\_\_\_
2. Have you, your organization, partners or officers failed to complete a municipal contract or defaulted under any such contract? If yes, please explain and list the municipality involved. (Attach a separate sheet, if necessary.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Did you, your organization, partners or officers ever withdraw your proposal after being designated the successful vendor on a municipal contract? If yes, please explain. (Attach a separate sheet, if necessary.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Have you, your organization, partners, or officers been a party to any lawsuits or legal actions, whether of a civil or criminal nature, arising out of or involving contracts or the performance thereof? If so, give details and disposition of the matter.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Are there any unsatisfied judgments recorded against you, your organization, partners, or officers? If so, give details, including the name and the address of each judgment creditor and the amount of each judgment.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. The period of time you, your organization has been continuously engaged in this type of development, operation and maintenance program in New Jersey under the name in which the proposal is submitted.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any information submitted in the Qualification Sheet which is false or misleading may be grounds for disqualification of the proposal and rejection.



## EXPERIENCE SHEET

[illegible]

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TITLE

## **Proposal Form D**

### **PERSONNEL INFORMATION SHEET**

Information on Individuals to be Performing Tasks under this Proposal  
(Include sheet for each individual anticipated to perform tasks)

Name of Vendor \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Years of experience \_\_\_\_\_

Area(s) of expertise/specialization \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Years of experience \_\_\_\_\_

Area(s) of expertise/specialization \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Years of experience \_\_\_\_\_

Area(s) of expertise/specialization \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Years of experience \_\_\_\_\_

Area(s) of expertise/specialization \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Years of experience \_\_\_\_\_

Area(s) of expertise/specialization \_\_\_\_\_

\_\_\_\_\_

# **Proposal Form E**

## **NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, of the (City, Town, Borough) of \_\_\_\_\_, State of \_\_\_\_\_, of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_, the Company/Provider ("Company") making the Proposal for the project or service set forth herein, and that I executed the said Proposal with full authority to do so; that said Company has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; that said Company or its employees has not bribed or attempted to bribe or influence in any way, including the provision of gifts and services, any officer or employee of the Borough in an attempt to influence the awarding of the subject contract; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge, and the State of New Jersey relies upon the truth of the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Company. (N.J.S.A. 52:34-15)

Subscribed and sworn to before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
(Seal) Notary Public of New Jersey/  
Specify Other State (\_\_\_\_\_)

My commission expires \_\_\_\_\_, 20\_\_\_\_.

The above information is true and correct  
to the best of my knowledge.

Company's Authorized Representative:

Name: \_\_\_\_\_  
(Printed/Typed)

Title: \_\_\_\_\_  
(Printed/Typed)

Signature: \_\_\_\_\_

# Proposal Form F

## OWNERSHIP DISCLOSURE CERTIFICATION STATEMENT

In order to conform to N.J.S.A. 52:25-24.2, all corporations or partnerships must provide the following information:

1. Name of Firm: \_\_\_\_\_  
(Type of Business Organization (check appropriate type))
2. Partnership \_\_\_\_\_ Corporation \_\_\_\_\_  
Sole Proprietorship \_\_\_\_\_ Limited Partnership \_\_\_\_\_  
Limited Liability Corporation \_\_\_\_\_ Limited Liability Partnership \_\_\_\_\_  
Subchapter S Corporation \_\_\_\_\_
3. Name of State in which Incorporated: \_\_\_\_\_

The following individuals own ten percent (10%) or more of any class stock in the corporation or are a ten percent (10%) or more Partner in the Firm:

<u>NAME</u>	<u>ADDRESS</u>	<u>TITLE</u>	<u>PERCENTAGE</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**IF ANY OF THE AFOREMENTIONED STOCKHOLDERS ARE A CORPORATION, PARTNERSHIP OR OTHER BUSINESS ENTITY, WHEREBY THEY HOLD 10% (TEN PERCENT) OR MORE OF ANY CLASS STOCK IN BIDDING CORPORATION, PARTNERSHIP OR OTHER BUSINESS ENTITY, THEY MUST ALSO PROVIDE THE INFORMATION REQUESTED ABOVE.**

Subscribed and sworn to before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The above information is true and correct  
to the best of my knowledge.

\_\_\_\_\_  
(Seal) Notary Public of New Jersey/  
Specify Other State  
My commission Expires \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Title)

# **Proposal Form G**

## **New Jersey Business Registration Requirements (Informational)**

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

The contractor will provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor. Before final payment on the contract is made by the contracting agency, the contractor will submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or will attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A.52:32-44 (g)(3)] will collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sale and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency. A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134(C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, will be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

**To register:** Businesses must complete **Form NJ-REG** and submit it to the Division of Revenue. The form can be filed online or by mailing a paper form to the Division; online filing is encouraged.

- Register online at [www.nj.gov/treasury/revenue/taxreg.htm](http://www.nj.gov/treasury/revenue/taxreg.htm). Click the “online” link and then select “Register for Tax and Employer Purposes.”
- Download the paper form and instructions at [www.nj.gov/treasury/revenue/revprnt.htm](http://www.nj.gov/treasury/revenue/revprnt.htm).
- Call the Division at 800-292-1730 to have a form mailed to you or Write to the Division at: Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

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Company Name

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Date

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Signature

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Title

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Printed Name

**Proposal Form H**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**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 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, gender identity or expression, disability, nationality 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, gender identity or expression, disability, nationality or sex.

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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 applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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

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

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS**

This form is a summary of the successful Contractor's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful Contractor shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

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

OR

(b) A copy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A copy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her proposal shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

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Company Name

---

Date

---

Signature

---

Title

---

Printed Name

**Proposal Form I**  
**AMERICANS WITH DISABILITIES ACT OF 1990**

**Equal Opportunity for Individuals with Disability**

The Contractor and the Borough, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. *§121 01* 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 there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the Contractor agrees that the performance will 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 will defend the owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor will indemnify, protect, and save harmless the owner, 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 will, 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 owner's grievance procedure, the Contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor will satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner 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 provisions of this indemnification clause will in no way limit the Contractor's obligations assumed in this Agreement, nor will they be construed to relieve the Contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

By signing below the contractor agrees that they will comply with the AMERICANS WITH DISABILITIES ACT OF 1990:

Witness:

---

Signature

---

Authorized Signature and Title

---

Date

---

Date



# **Proposal Form J**

## **C. 271 Political Contribution Disclosure Form**

### **Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor will disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county.

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 52:34-25(b) itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest:” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, will be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions will be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile may be used as the contractor’s submission and is disc losable to the public under the Open Public Records Act.

N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit  
no later than 10 days prior to the award of the contract.**

### Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

\_\_\_\_\_  
Signature  
Title

\_\_\_\_\_  
Printed Name

### J. Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ Check here if the information is continued on subsequent page(s)

## **Proposal Form K**

### **STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

#### **BOROUGH OF PROSPECT PARK**

#### **PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal 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 of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take 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

#### **PLEASE CHECK THE APPROPRIATE BOX:**

- ☐ **I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.****

**OR**

- ☐ **I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

#### **PART 2:**

#### **PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE “ADD AN ADDITIONAL ACTIVITIES ENTRY” BUTTON**

Name: \_\_\_\_\_ Relationship to Bidder/Offeror: \_\_\_\_\_

Description of Activities: \_\_\_\_\_

\_\_\_\_\_

Duration of Engagement: \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_

Bidder/Offeror Contact Name: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

Certification: I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder; that the State of New Jersey is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

**Do Not Enter PIN as a Signature**

Title: \_\_\_\_\_ Date: \_\_\_\_\_

# **Proposal Form L**

## **Acknowledgement of Addenda**

RFP for the Borough of Prospect Park Hofstra Park Concession Stand

The Proposer acknowledges receipt of the hereinafter enumerated Addenda which have been issued during period of quoting and agrees that said Addenda shall become a part of this contract. The proposer shall list below the numbers and issuing dates of the Addenda.

Addenda No.

Issuing Date(s)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

☐ No Addenda Received

Name of Company \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

## **RFP SUBMISSION CHECKLIST**

- |   |                          |
|---|--------------------------|
| 1. READ AND UNDERSTAND REQUIREMENTS OF RFP                            | <input type="checkbox"/> |
| 2. PROPOSAL FORM (All Pages 1 through 5) – <b>FORM A</b>              | <input type="checkbox"/> |
| 3. VENDOR’S QUESTIONNAIRE - <b>FORM B</b>                             | <input type="checkbox"/> |
| 4. EXPERIENCE SHEET – <b>FORM C</b>                                   | <input type="checkbox"/> |
| 5. PERSONNEL INFORMATION SHEET – <b>FORM D</b>                        | <input type="checkbox"/> |
| 6. NON-COLLUSION AFFIDAVIT – <b>FORM E</b>                            | <input type="checkbox"/> |
| 7. OWNERSHIP DISCLOSURE STATEMENT – <b>FORM F</b>                     | <input type="checkbox"/> |
| 8. NEW JERSEY BUSINESS REGISTRATION CERTIFICATE – <b>FORM G</b>       | <input type="checkbox"/> |
| 9. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY<br>LANGUAGE – <b>FORM H</b> | <input type="checkbox"/> |
| 10. AMERICANS WITH DISABILITIES ACT OF 1990 – <b>FORM I</b>           | <input type="checkbox"/> |
| 11. C. 271 POLITICAL DISCLOSURE STATEMENT – <b>FORM J</b>             | <input type="checkbox"/> |
| 12. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN – <b>FORM K</b>       | <input type="checkbox"/> |
| 13. ACKNOWLEDGEMENT OF ADDENDA – <b>FORM L</b>                        | <input type="checkbox"/> |
| 14. REVIEWED PROPOSED FORM OF CONTRACT                                | <input type="checkbox"/> |

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

## FORM OF AGREEMENT

This Agreement (this “Agreement”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021 (hereinafter the “Effective Date”), by and between \_\_\_\_\_, with principal office at \_\_\_\_\_ (hereinafter “Company”), and Borough of Prospect Park, with principal offices at 106 Brown Avenue, Prospect Park, NJ 07508 (hereinafter “Client” or “Borough”).

### W I T N E S S E T H:

WHEREAS, the Borough desires to retain the Company to provide certain services to the Borough on the terms and conditions hereinafter set forth, and the Company desires to perform such services on such terms and conditions;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the parties hereto do hereby agree as follows:

#### 1. Contract Documents

The Contract Documents consist of this Agreement, the Advertisement, Request for Proposals, Addendum and/or Clarifications, attached hereto and incorporated herein as Exhibit A, the Company’s Proposal and all proposal submission documents, attached hereto and incorporated herein as Exhibit B, the Borough’s Resolution of Award, attached hereto and incorporated herein as Exhibit C, and the Mandatory Equal Employment Opportunity Language annexed hereto as Exhibit D.

The Company agrees to comply with and abide by all terms, conditions and requirements of the Contract Documents.

The Company hereby acknowledges that it has read the Contract Documents and has full knowledge of the manner of provision of the services to be provided and all the terms and conditions relating thereto as set forth in the Contract Documents.

In the event any provisions of this Agreement conflict in whole or in part with the Contract Documents, the provisions requiring the more extensive level of services from the Company to the Borough shall control.

#### 2. Administrative Services.

- a) Subject to the terms and conditions hereof as well as those set forth in the Contract Documents, the Borough hereby engages and appoints the Company to operate the Hofstra Concession Stand consistent with the terms and conditions of the Contract Documents

#### 3. Term

The term of the engagement shall commence on the Effective Date and continue on and until December 15, 2022 unless terminated by either party. The Borough shall have the option to extend the term of the contract for two (2) one (1) year periods. The Borough may terminate this Agreement, with or without cause, upon thirty (30) days’ prior written notice to the other party. If the Company should breach a material obligation under this Agreement, the Borough shall give the Company written notice of such breach. Material obligations, not requiring prior notice for termination, shall include, but not be limited to, the filing of bankruptcy or similar procedure due to insolvency, any unapproved assignment of, or repeated non-performance of Company’s obligations under this Agreement; any breach of Company’s representations and warranties; or termination or lapse of any insurance coverage or policy obligations.

#### 4. Payment and Invoicing Terms.

In consideration for any and all services which the Company shall render to the Borough pursuant to this Agreement, a concession fee of \_\_\_\_\_, as set forth in its proposal to the Borough, which will be attached to the Contract as an Exhibit thereto. The Concession fee and the obligation to pay the full amount of the Concession Fee shall be non-refundable. In the event Company fails to render payment/s when due, then an interest rate of 1.5% per month shall be due and payable on all unpaid balances. Interest shall accrue on the day payment is due. In the event that any payment becomes overdue for a period of thirty (30) days, Prospect Park may, at its sole option, terminate this Agreement immediately upon written notice. In the event that the contractor fails to make a timely payment to the Borough within thirty (30) days of its date due, the Company shall cease operations and vacate the premises and the Borough shall be permitted to change the locks on the Hofstra Park Concession Stand within forty five (45) days of the due date. Notwithstanding, the Company shall remain responsible to the Borough for the full amount of the concession fee minus any amounts already paid and received by the Borough. In the event that Company fails to make timely payment hereunder, Prospect Park may file suit in a court of law and shall be entitled to collect all payments due, interest thereon, as well as the costs and attorneys' fees in their efforts to collect such outstanding amounts due.

5. Changes

The Borough may, to the extent permitted by law, with approval of the Company, change the scope of services to be offered. Such changes shall be made in writing and accepted by the Company in writing.

6. Standard of Care

- a) The Company warrants that services shall be performed by personnel possessing competency consistent with applicable industry standards.
- b) Manner of performance by Company
- c) Company shall work closely with the Borough's personnel to the extent required and, if necessitated by the nature of the services under the Agreement. Company agrees to use its best reasonable efforts in its performance and agrees that completion of the services within the agreed upon time period is an essential term of this Agreement. Company shall make available to the Borough periodically upon request, work products and other information as may be necessary to enable the Borough to verify that Company is proceeding in accordance with any general specifications.
- d) Company shall appoint a member of its staff to be the single primary responsible individual for delivering Company's services to Borough under this Agreement.
- e) Company shall keep complete and systematic records of all services provided under this Agreement and shall provide access thereto upon the Borough's request. Such records shall include any financial records, procedures and such other documentation pertaining to Company's performance under this Agreement. Company shall preserve all such records for the longest of the following two periods: (i) a term of 5 years after termination of this Agreement or (ii) in accordance with the record retention period mandated by any applicable law. In the event that a legal matter arises requiring preservation of certain records, Company shall suspend destruction of such records as requested by the Borough or any governmental body. During the term of this Agreement and, thereafter, in accordance with the applicable record retention period, The Borough shall have the right to inspect, copy and audit all of the Company's records pertaining to the Hofstra Park Snack Bar Concession during regular business hours. This right shall include, but not be limited to, the right to inspect, copy and audit any records that may pertain to invoice records, contracts with third parties, payments relating to this agreement, and correspondence.
- f) Company shall submit monthly reports to the Borough Administrator as to the status of operation, including the specific dates and hours of operation from the prior month.

7. Independent Contractor



The Borough acknowledges that the Company is an independent contractor and, as such, shall be responsible for all taxes and other expenses attributable to the rendering of its administrative services hereunder to the Borough. This Agreement is not intended to, and shall not be construed to; create a joint venture, partnership, or employer/employee relationship as between the parties. Neither the Company nor its employees or agents shall look to the Borough for vacation pay, sick leave, retirement benefits, Social Security, disability or unemployment insurance benefits, or other employee benefits; nor shall the Borough, or their respective employees or agents look to Company for the same. Neither Company nor the Borough shall be or become liable or bound by any representation, act, or omission whatsoever of the other made contrary to the provisions of this Agreement.

8. Indemnification.

THE COMPANY SHALL INDEMNIFY AND HOLD HARMLESS THE BOROUGH, COLLECTIVELY AND INDIVIDUALLY, AND ITS OFFICERS AND EMPLOYEES FROM AND AGAINST ANY AND ALL DAMAGES, LOSSES, OR CLAIMS, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES THAT ARISE AS A RESULT OF (A) ANY NEGLIGENT ACT, ERROR, OR OMISSION IN THE PERFORMANCE OF THE SERVICES BY THE COMPANY OR ANYONE PERFORMING THE SERVICES ON BEHALF OF THE COMPANY AND/OR (B) ANY FAILURE TO PERFORM OR BREACH OF THIS AGREEMENT OR A BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING BY THE COMPANY OR ANYONE PERFORMING THE SERVICES ON BEHALF OF THE COMPANY.

9. Severability.

Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

10. Insurances.

The Company agrees to maintain adequate insurance coverage for the services in this Agreement.

- a) At all times during performance of the Services, the Company shall secure and maintain in effect insurance to protect the Borough and the Company from and against all claims, damages, losses, and expenses arising out of or resulting from the performance of this Contract. The Company shall provide and maintain in force insurance in limits no less than that stated below, as applicable.
- b) Commercial Liability Insurance. Before this Contract is fully executed by the parties, the Company shall provide the Borough with a certificate of insurance as proof of commercial liability insurance with a minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit bodily injury and property damage, and Three Million Dollars (\$3,000,000.00) general aggregate. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide.
- g) Workers Compensation Insurance coverage in the statutory amount of Five Hundred Thousand Dollars (\$500,000.00).
- h) The Contractor shall furnish the Borough with satisfactory proof of coverage of the insurance required by submitting a certificate of insurance naming the Borough of Prospect Park as an additional insured interest.

11. Survival.

Sections 2 through 19, inclusive, of this Agreement shall survive the expiration or termination of this Agreement in accordance with their terms.

12. Notice.

Any notice required or permitted to be given under this Agreement shall be in writing and deemed effective if either delivered in person or by overnight courier, facsimile or first class mail, certified with return receipt requested, or email. Notices to the Borough shall be delivered to:

Borough Administrator  
Borough of Prospect Park  
106 Brown Avenue  
Prospect Park, New Jersey 07508

Notices to the Company shall be delivered to:

Company: \_\_\_\_\_

Attention: \_\_\_\_\_

Email: \_\_\_\_\_

---

13. Assignment.

The Agreement is not assignable or transferable by the Borough. This Agreement is not assignable or transferable by the Company without the written consent of the Borough, which consent shall not be unreasonably withheld or delayed.

14. Entire Agreement; Modification.

This Agreement, the Company's Proposal submitted to the Borough of Prospect Park, including all proposal forms submitted therewith, which is annexed hereto as Exhibit A, the Borough of Prospect Park Request for Proposal, which is annexed hereto as Exhibit B and the Resolution of Award, which is annexed hereto as Exhibit C, all of which are expressly incorporated herein ("Contract Documents") constitute the entire understanding between the parties hereto with respect to the subject of the Company's engagement by the Borough, as provided for herein, and supersedes any and all other understandings, negotiations or agreements relating thereto, and no modification to this Agreement, nor any waiver of any rights, shall be effective unless agreed to in writing by the party to be charged.

In the event any provision of this Agreement conflicts in whole or in part with any Exhibit hereto, the inconsistency shall be resolved by an interpretation which is most favorable to the Borough and which imposes the greater obligation upon the Company. In the event the inconsistency cannot be resolved in such a manner, the provisions of this Agreement shall control. The Exhibits hereto shall not be construed to impose duties or obligations on the Borough beyond those set forth in this Agreement. In the event that the Company believes there is a discrepancy in the Contract Documents, the Company shall immediately notify the Borough for the Borough's interpretation of such inconsistency, whose interpretation shall be final.

15. Section Headings.

The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

16. Choice of Law.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey without regard to the principles of conflicts of laws.

17. Review of Agreement

It is acknowledged that the Parties have had ample opportunity to review and consider the terms of this Agreement and to review this Agreement with their counsel and has voluntarily agreed to the terms presented, including, without limitation, freely choosing that New Jersey law shall govern this Agreement.

18. Counterparts.

Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This agreement may be executed in counterparts by original or electronic signature, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

19. Force Majeure.

Neither party shall be responsible for delays or failures (including any delay to make progress in the prosecution of any Services) if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight, embargoes, earthquakes, electrical outages, and severe weather.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first set forth above.

COMPANY:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

BOROUGH OF PROSPECT PARK

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**“AS BUILT” DRAWING OF THE HOFSTRA PARK CONSESSION STAND**

ED ALLOWABLE SOIL PRESSURE; 2000  
SETBACK GREATER THAN 25' FROM  
N OR ASSUMED PROPERTY LINE.  
ING IS UNCONDITIONED  
UST BE RELEGATED FOR USE

COINTEGRATED MINIMUM ERROR

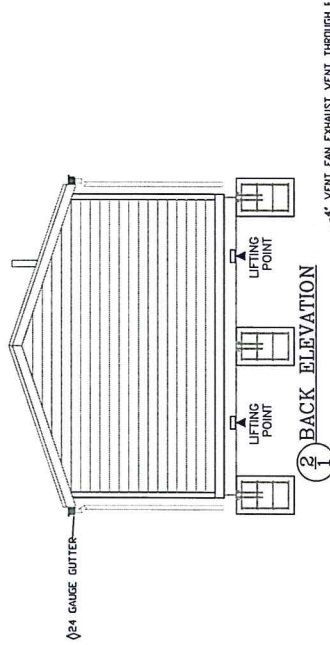
0.18  
-0.18

RATIONS  $S_s=0.275$   
 $S_1=0.072$

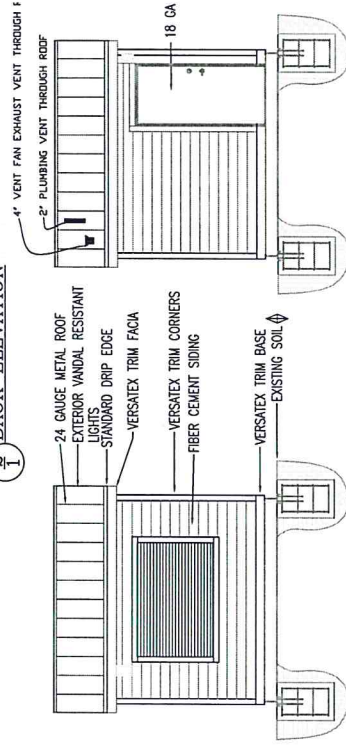
15029

 $\gamma_1 = 0.116$ 

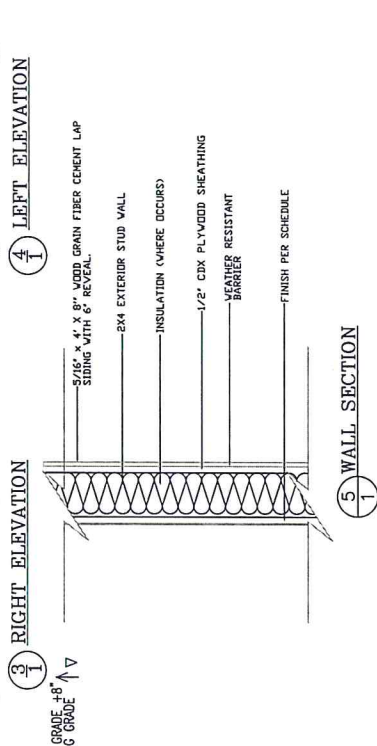
TEM LIGHT FRAMING  
WITH SHEAR PANELS



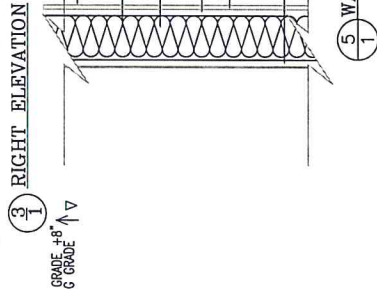
2 BACK ELEVATION



RIGHT ELEVATION



④ LEFT ELEVATION



5 WALL SECTION

REVISIONS	MARK	DESCRIPTION	SHEET TITLE						
			ELEVATIONS, DESIGN CRITERIA & LEGEND						
			PROJECT NAME						
			FIELD HOUSE/SERVICE BUILDING, HOFSTRA PARK						
			PROJECT LOCATION						
			BOROUGH OF PROSPECT PARK, NJ						
			DRAWN	CHECKED	APPROVED	DATE	SCALE		
			TKII			7/23/2019	1"=60' SEE		
			"IMPORTANT!"						
			THIS DRAWING IS TO BE USED FOR THE CONSTRUCTION OF THE PROJECT. ANY CHANGES TO THE PROJECT MUST BE APPROVED BY THE ARCHITECT. THIS DRAWING IS NOT TO BE USED FOR ANY OTHER PURPOSES.						

DULE

WALLS		CABLE	
MATERIAL	FINISH	MATERIAL	COLOR
FRP	PEBBLE GRAN	PVC	WHITE

## GENERAL NOTES:

## INTERIOR FINISHES

- A. WALL FINISH: 3/32" THICK POLY AFF. FLOOR TO 4'-7" AFF. CEILING TO 11'-0" AFF. GALVANIZED NAILS.
- B. CABLE FINISH: 1' x 6'
- C. WALL CORNER TRIM: 1" x 6'
- D. BASE BOARD: 4" HIGH, 1" WIDE.
- E. WOOD TRIM WORK: UNTRIMMED.
- F. CEILING: 1' x 6' PATT

## INTERIOR SPECIALTIES

- S1. SOAP DISPENSER: BO
- S2. WALL MOUNT SS STI
- S3. 1" THICK POLY URIN
- S4. 2V-1872 AERO 18 x 24

## WOOD (ALL WOOD TO 11'-0" AFF.)

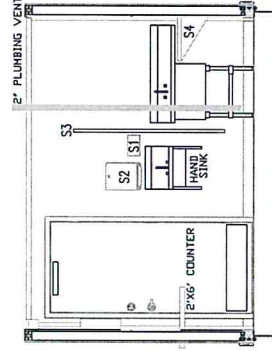
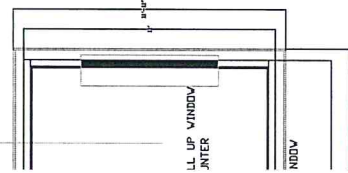
- A. WALL FRAMING: PRESS STUDS, 2" x 6" x 11'-0" AFF.
- B. ROOF FRAMING: 4" x 12" x 11'-0" AFF.
- C. SUPPORTS AT NOMINAL RATED FRAMING ANCHOR FASTENERS TO CONCRETE.
- D. ROOF SHEATHING: 5/8" x 12" x 11'-0" AFF.
- E. FASCIA, BASE, & TRIM: HARDI TRIM WITH TE

## THERMAL AND MOISTURE BARRIER

- A. ROOF: 24 GAUGE METAL
- B. ONE LAYER OF 30 LB FIBERGLASS INSULATION
- C. ROOF INSULATION: ROOF FIBERGLASS INSULATION
- D. ROOF FLASHING: 24 GAUGE METAL
- E. VENTS: 26 GAUGE METAL
- F. RESTROOM FLOOR: CONCRETE
- G. CHASE FLOOR: SEALANT
- H. CAULKING: 100% SILICONE

ILE

HARDWARE		MISCELLANEOUS	
FINISH	LOCK	HINGE	CLOSER
BRASS	BRASS	BRASS	BRASS



INTERIOR SECTION

AR

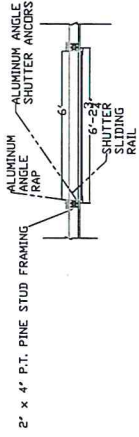
TOP

S

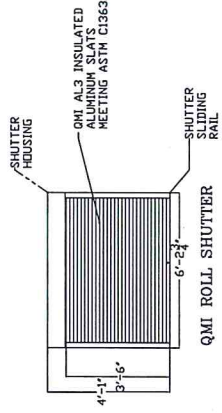
DOOR

EVER

2



PLAN VIEW



QMI ROLL SHUTTER

ROLL UP WINDOW ELEVATIONS

3/2

QUINTED FOR HANDCOP  
FATHER STOPPING IN TOP  
NO ALUMINUM THRESHOLD

## SHEET TITLE

FLOOR PLAN, DETAILS, &amp; SCHEDULES

## PROJECT NAME

FIELD HOUSE/SERVICE BUILDING, HOPSTRA PARK

## PROJECT LOCATION

BOROUGH OF PROSPECT PARK, NJ

BY AND

BY

This plan is the property of the Architect. It is to be used only for the project and site for which it was prepared. It is not to be used for any other project or site without the written consent of the Architect. It is to be kept confidential and not to be released to the public or other interested parties.

DATE: 7/23/2019  
SCALE: 1/8" = 1'

CHECKED: APPROVED: DATE: 7/23/2019

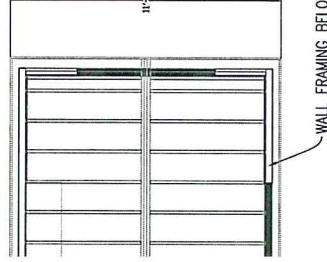
TKII

SIZE

## REVISIONS

DESCRIPTION

MARK



3 PLAN

(2) 2"x4" PT TOP PLATE  
WITH 16d NAILS @ 16" O.C.

2"x4" TRIMMER & STUD  
WITH 16d NAILS  
@ 16" O.C.

2EA 2"x8" PT SYP HEADER WITH  
2"x4" PT SYP ATTACHED THRU WITH  
4-16d NAILS @ EACH END AND  
(2) 16d NAILS 16" O.C.

FRONT &  
2

(2) 3  
3  
HEADER DETAIL  
NTS

3 PLAN

1" AIR GAP AIRFLOW  
THROUGH VENTED RIDGE

SIMPSON LSU26 AT EVERY RAFTER

R-19 INSULATION  
3/8" CDX PLYWOOD SHEATHING WITH 30#  
ROOFING FELT VAPOR BARRIER

SIMPSON H10 RAFTER CONNECTOR  
26 GAUGE PERFERATED VENT  
4"x4" PT. PINE DOUBLE TOP PLATE

1"x2" SYP TRIM

2"x4" PT. PINE EXTERIOR FRAMING

1/2" CDX PLYWOOD EXTERIOR SHEATHING

7.25" BC FIBER CEMENT LAP SIDING

1/2" BC PLYWOOD INTERIOR SHEATHING

2"x4" PT. PINE BOTTOM PLATE OVER  
4"x4" PT. PINE BOTTOM PLATE

3/4"x6" FIBER CEMENT BASE

5/8"ø ANCHOR BOLTS @ 48" O.C.

5 O.C. AT DOORS  
W8x10 PERIMETER I-BEAM

(4) 3  
4  
BUILDING SECTION DETAIL  
NTS

ER AND  
BY

SHEET TITLE

FRAMING DETAILS AND SECTIONS

PROJECT NAME

FIELD HOUSE/SERVICE BUILDING, HOFSTRA PARK

PROJECT LOCATION

BOROUGH OF PROSPECT PARK, NJ

This plan is the property of the Architect. It is to be used only for the project and site named herein. It is not to be reproduced, copied, or used for any other project without the written consent of the Architect. The Architect assumes no responsibility for the construction of the project or for the safety of the project.

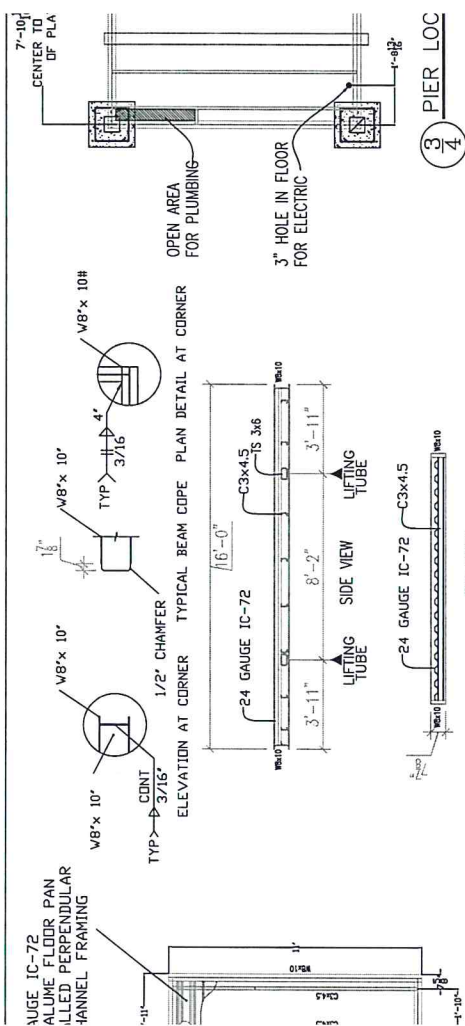
DATE: 7/23/2019  
SCALE: 3/16"=1'  
BY: [Signature]

CHECKED: [Signature]  
APPROVED: [Signature]

DATE: 7/23/2019  
SCALE: 3/16"=1'  
BY: [Signature]

REVISIONS

MARK	DESCRIPTION



PIER TYPE P1  
2" SPLIT TUBE PIER!  
MAY BE USED IN PLF  
EARTH FORM PIERS. I  
TO BE 1'-3'.

2 FLOOR FRAMING DETAILS

END VIEW

THE  
OR

A MINIMUM  
1 LIGHT

WITH A RUST

C8"x11.5"x 8" LONG W/ 2 EACH  
1/2" REBAR WELDED STUDS  
TO BOTTOM

#4 REBAR SQUARE @ 8" O.C.  
VERTICALLY SPACED

#5 REBAR- EACH CORNER VERTICAL  
CONCRETE PIER  
(3000 psi CONCRETE MIX)

5/8"x6" GALV. THRU  
BOLTS TO FRAME  
4" O.C. MAX.

UNDISTURBED SOIL OR  
ENGINEERED BACKFILL

INVERTED "C" CHANNEL WITH  
WELDABLE REBAR. 18" PENETRATION  
MINIMUM

SITE POURED CONCRETE  
PIER OR FOUNDATION

TYPICAL INTERIOR  
W8"x10# PERIMETER  
FRAME BEAM

NOTE:  
PIER DEPTH AND WID  
DEPENDING UPON LO  
AND SOIL CONDITIONS

#5 VERTICAL REBAR  
#4 REBAR HORIZONTAL

NOTE:  
LOCAL SOIL CI  
REQUIRED FOR

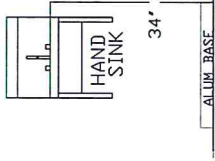
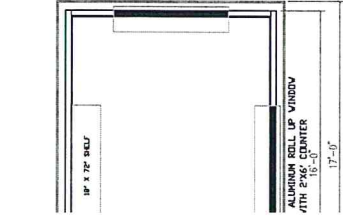
5 SECTION DETAIL @ PIER

ER AND BY	SHEET TITLE		REVISIONS	
	FOUNDATION & FLOOR		MARK	DESCRIPTION
PROJECT NAME FIELD HOUSE/SERVICE BUILDING, HOPSTRA PARK PROJECT LOCATION BOROUGH OF PROSPECT PARK, NJ	DRAWN TKII	CHECKED APPROVED	DATE 7/22/2018	SCALE 3/16"=1' @ 1/8" SIZE

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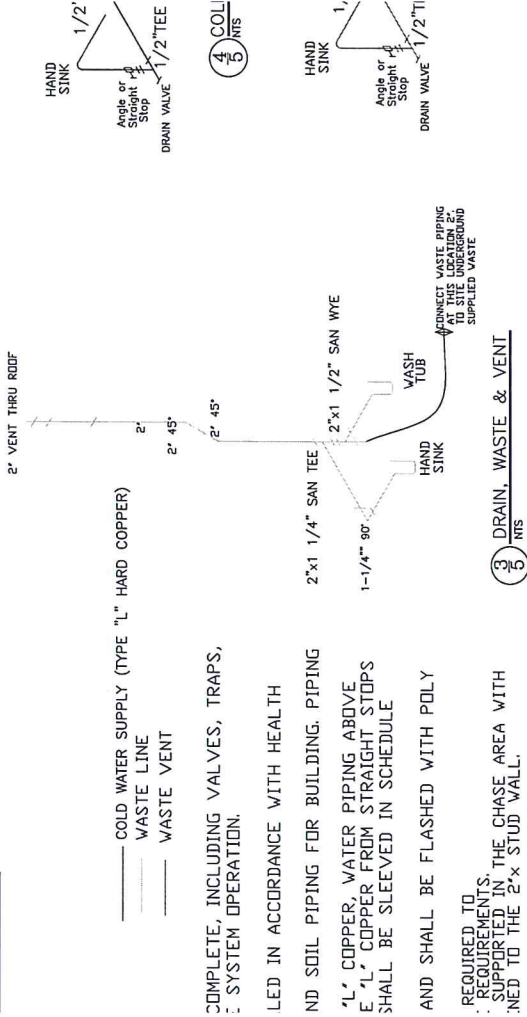




PLUMBING					
MARK	FIXTURE	C	H	V	
	SERVING ROOM HAND SINK	3/8"	3/8"	1-1/4"	
	WASH TUB	1/2"	1/2"	1-1/2"	
	EXPANSION TANK	1/2"	-	-	
	3/4" WYE STRAINER	3/4"	-	-	
	PRESSURE GAUGE	3/8"	-	-	
	WATER HEATER	1/2"	-	-	

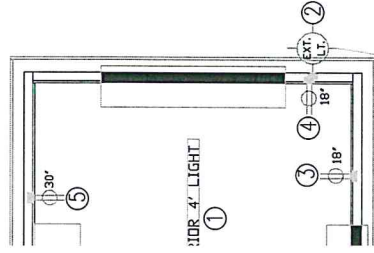
## FIXTURE ELEVATIONS

PLAN



S COMPLETE, INCLUDING VALVES, TRAPS, DRAINS, ETC. AS REQUIRED FOR COMPLETE SYSTEM OPERATION.  
 TO BE SUPPORTED IN THE CHASE AREA WITH METAL STRAPS AND/OR ONE HOLE STAPS FASTENED TO 2x  
 R FIXTURES MAY BE NEEDED TO COMPLETE A WORKING SYSTEM.

REVISIONS	SHEET TITLE			
	PLUMBING PLAN AND SCHEDULE			
BY	PROJECT NAME			
	FIELD HOUSE/SERVICE BUILDING, HOFSTRA PARK			
	PROJECT LOCATION			
	BOROUGH OF PROSPECT PARK, NJ			
	DRAWN	CHECKED	APPROVED	DATE
	SCALE	1/8"=1'	B	SIZE

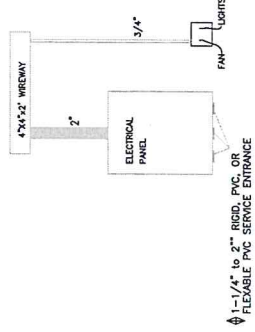


—NOTICE TO CONTRACTOR—  
MEASUREMENTS FOR SUB-OUTS ARE APPROXIMATE. RUN  
CONDUITS TO THE FIELD HOUSE AND LEAVE ROOM FOR ADJUSTMENT  
TO MAKE FINAL CONNECTIONS.

PANEL "A" - 120/				
AMP	THHN	CCT	C/B	DESCR
0.966	12	1	20A	INTERIOR LIGHTS
0.000	12	3	20A	GR
0.000	12	5	20A	GR
---	---	7	---	---
---	---	9	---	---
---	---	11	---	---
---	---	13	---	---
---	---	15	---	---
---	---	17	---	---
---	---	19	---	---
---	---	21	---	---
---	---	23	---	---

0.966

PANEL D



**ELECTRICAL PANEL ELEVATION**

CONDUITS SHALL MEET NEC LATEST EDITION.  
TOGETHER IN CONDUITS.  
LARGER OR DIFFERENT THAN WHAT  
SHALL MEET NEC LATEST EDITION.

SHEET TITLE		REVISIONS	
ELECTRICAL PLAN & SCHEDULES		MARK	
PROJECT NAME		DESCRIPTION	
FIELD HOUSE/SERVICE BUILDING, HOFSTRA PARK			
PROJECT LOCATION			
BOROUGH OF PROSPECT PARK, NJ			
DRWN	CHECKED	APPROVED	DATE
TKII			7/23/2019
SCALE		1/8"=1'	
		B	

/ARNING! DO NOT TURN ON WATER HEATER BREAKER WITHOUT FULLY CHARGING LINES WIT

