

**BOROUGH OF KEYPORT
REQUEST FOR PROPOSALS
WATERFRONT PARK FOOD SERVICE CONCESSION
FOR THE 2022 SEASON**

Notice is hereby given that PROPOSALS will be received by the Borough of Keyport for the **Waterfront Park Food Service Concession for the 2022 Season**. Proposals must be delivered to the Office of the Borough Clerk located at 70 West Front Street, Keyport, New Jersey no later than:

11:00 AM on Thursday, April 28, 2022

The concession is to provide hot dog/food concession services to patrons of Waterfront Park through a food/hot dog cart within the park. The concessionaire shall be responsible for providing all labor, material, equipment and services necessary to serve patrons during the specified hours of operation in accordance with attached Concession Agreement. There will be no electric or other utilities provided.

TERM OF CONTRACT / HOURS OF OPERATION

The food concession season shall be for the term as detailed in the attached Concession Agreement.

The food/hot dog cart shall be supplied by the concessionaire for placement at a location as detailed in the attached Concession Agreement beginning no later than Saturday, May 28, 2022, and shall cease operations and daily placement no earlier than October 15, 2022 unless otherwise approved by the Borough. The concession must be in operation between NOON and 7:00 PM. Deviation from this schedule shall be only as approved by the Borough Administrator.

The Waterfront Park may be closed by the Borough for health, safety, or other public reasons during this period. The concessionaire shall not be entitled to an adjustment of fees payable to the Borough due to closure of the park, unless the park shall be closed for more than five (5) consecutive days or for more than twenty (20) total days during the summer season.

PROPOSAL SUBMISSION

The PROPOSAL must include the following:

- Bid Proposal Form
- Schedule A, Proposal Price Summary
- Non-Collusion Affidavit
- Business Registration
- Background Release for each employee
- Menu that consists of the following items:
 - Steamed or Boiled Hot Dogs
 - Packaged Chips, Snacks, Canned Soda, Bottled Water
 - Other menu items will be considered.

The menu should include the maximum prices and the size of the items being sold. Prices shall be comparable with prices charged for similar items by food vendors and restaurants in Keyport and vicinity. Deviation from the approved menu offered by the successful vendor, either by adding items or deleting, may be done only with the permission of the Borough.

Failure to submit completed schedules may be cause for rejection of bid. The Borough reserves the right to reject any and all proposals, to waive any informalities or to accept a proposal, which, in its judgment best serves the interest of the Borough. The Borough reserves the right to reject any proposal which includes prices that are substantially higher than prices charged for comparable items by food vendors and restaurants in Keyport and vicinity.

The Borough reserves the right to sell other food items at the park at its sole discretion.

COMPLIANCE WITH STATE SANITARY CODE

The concessionaire providing food under this contract shall obtain a permit from and pay the appropriate fee to the Keyport Health Department and comply with provisions of Chapter 24 of the State Sanitary Code, as revised January 2007. This code is available for inspection in the Borough's Health Office in the Municipal Building.

Any food preparation done off-site shall take place in an approved kitchen or canteen. The location(s) for such off-site preparation must be identified by address in the Proposal. Inspection of the food/hot dog cart by the Borough's sanitarian must occur before any food may be sold or served. Equipment will be subject to inspection at any time during the duration of the contract.

BUSINESS REGISTRATION

Each bidder, as part of the bid package, shall supply a copy of a Business Registration Certificate issued by the New Jersey Treasury Department demonstrating that the bidder has registered as a taxpaying business within New Jersey. Information on how a business can obtain a certificate or to register online can be obtained from the N.J. Department of the Treasury, Division of Revenue, either online at <https://www.nj.gov/treasury/revenue/> or by phone at (609) 292-1730.

BACKGROUND CHECK

Prior to beginning operation, the concessionaire shall submit an authorization for a criminal background on every individual who will be working onsite. At its sole discretion, the Borough, upon reviewing the information obtained in this background check, may prohibit a given individual from working onsite. Additional employees may be added during the course of the season only after successful completion of a criminal background check and approval by the Borough.

OTHER VENDOR REQUIREMENTS

1. Employees of the concessionaire while on site shall dress in clean clothes, wearing shirts, pants or skirts, and shoes appropriate to the season, no bikini tops, short shorts or sandals.
2. Concessionaire shall secure the food cart and any materials left on site during the time it is unattended.
3. Food cart shall be removed nightly.
4. The Borough shall not be responsible for any losses or damage to equipment or materials, whether or not they are secured.
5. The Concessionaire shall be responsible for keeping the hot dog cart and the immediate vicinity clean and orderly, and shall dispose of any un-sold product off-site.
6. In making deliveries of materials and supplies, no vehicles may be permitted on the walk/drive up from the parking lot to the proposed location within the park from one-half-hour before opening until one-half-hour after closing. When possible, deliveries shall be before start of scheduled day and coordinated with Borough staff.

7. The Concessionaire shall answer to the Borough Administrator during business hours and shall contact the Borough Administrator through Police Dispatch after hours.

INSURANCE

The Concessionaire shall maintain insurance coverages as detailed in the attached Concession Agreement.

BASIS OF AWARD

The concession will be awarded by resolution of the Mayor and Borough Council on the recommendation of the Borough Administrator based on a review of proposals submitted considering the following factors:

- Concession fee payable to the Borough
- Experience and qualifications of prospective concessionaire
- Price of items to be sold

Concessionaire shall have all necessary licenses and shall be operational no later than Saturday, May 28, 2022 or the award shall be considered terminated without further action by the Borough.

Questions regarding the Request for Proposals may be directed to:

Jay Delaney, Borough Administrator
732-739-5123
administrator@keyportonline.com

WATERFRONT PARK FOOD SERVICE CONCESSION FOR THE 2022 SEASON

PROPOSAL PRICE SUMMARY

The undersigned hereby declares that they have carefully examined the designated concession site at the Keyport Waterfront Park and submits the following proposal in accordance with the REQUEST FOR PROPOSALS on file in the Borough Clerk's Office, 70 West Front Street, Keyport, New Jersey.

PROPOSAL MINIMUM: \$1,500.00 (One Thousand Five Hundred Dollars)

The undersigned agrees to sell and vend various food concession items as may be permitted by the Borough, agrees to sign the Concession Agreement included in the REQUEST FOR PROPOSALS and agrees to pay the Borough of Keyport the following amount:

Proposed Sum _____

Total in Words: _____

Variance (if any) from the specifications. If none, write "none":

The undersigned is a (Circle one) corporation / partnership / individual under the laws of the State of _____ having principal offices at _____

Signed _____

Title _____

Address _____

Date _____

Telephone _____ Fax # _____

EMAIL ADDRESS _____

Include with Proposal Schedule A, Disclosure Statement, Non-collusion Affidavit, and copy of New Jersey Business Registration Certificate.

BOROUGH OF KEYPORT
WATERFRONT PARK FOOD SERVICE CONCESSION FOR THE 2022 SEASON
SCHEDULE A
QUALIFICATIONS OF PROSPECTIVE CONCESSIONAIRE

EXPERIENCE IN FOOD CONCESSIONS (Give locations, type of service, dates)

1. _____
2. _____
3. _____
4. _____
5. _____

EQUIPMENT TO BE USED IN THIS CONTRACT

<i>ITEM</i>	<i>MFG & MODEL</i>	<i>OWNED/LEASED</i>	<i>DIMENSIONS</i>	<i>UTILITIES. NEEDED?</i>
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

BUSINESS REFERENCES

<i>NAME</i>	<i>PHONE</i>	<i>ADDRESS</i>
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1. _____
2. _____
3. _____

**BOROUGH OF KEYPORT
WATERFRONT PARK FOOD SERVICE CONCESSION FOR THE 2022 SEASON
DISCLOSURE STATEMENT**

STATEMENT PURSUANT TO P.L. 1977, CHAPTER 33, APPROVED, March 8, 1977.

ACCOMPANYING PROPOSAL DATED _____

LISTED BELOW ARE THE NAMES AND ADDRESSES OF ALL STOCKHOLDERS WHO OWN 10% OR MORE OF THE STOCK OF THE CORPORATE BIDDER HEREIN OR IF A PARTNERSHIP, LISTED BELOW ARE THE NAMES AND ADDRESSES OF ALL INDIVIDUAL PARTNERS IN THE PARTNERSHIP BIDDING HEREIN WHO OWN 10% OR GREATER INTEREST THEREIN.

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENT</u>
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Name of Corporation or Partnership

By:

Name of President, Secretary or Partner

Signature

Subscribed and sworn to
before me this _____ day
of _____, 2019

Notary Public

My commission expires _____

(MUST BE COMPLETED AND SUBMITTED WITH BID PROPOSAL)

BOROUGH OF KEYPORT
WATERFRONT PARK FOOD SERVICE CONCESSION FOR THE 2022 SEASON
NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF _____

I, _____ of the Municipality of _____
in the County of _____ and the State of New Jersey, being of full age and being duly
sworn according to law on my oath depose and say that:

I am _____

of the firm of _____ the bidder
making the Proposal for the above named project; that I executed the said Proposal with full authority
so to do; that said bidder has not, directly or-indirectly, entered into any agreement, participated in
any collusion or otherwise taken any action in restraint of free, competitive bidding in connection with
the above named project; that all statements contained in said Proposal and in this affidavit are true
and correct, and made with full knowledge; that the State of New Jersey and Owner relies upon the
truth of the statements contained in said Proposal and 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 _____ (N.J.S.A. 52:34-15)

Signature: _____

Subscribed and sworn to
before me this _____ day of _____

Notary Public

My commission expires _____

BOROUGH OF KEYPORT
WATERFRONT PARK FOOD SERVICE CONCESSION FOR THE 2022 SEASON
BACKGROUND RELEASE

Must be provided for each individual and checked by the Borough to be permitted to work in food concession at the Keyport Waterfront Park

I hereby authorize Borough of Keyport to conduct a background check on me for the purpose of determining by suitability to work as a food vendor, or an employee of a food vendor, at the Keyport Waterfront Park, and grant permission for the release to the Borough of public and private information, as may be requested by the Borough, including but not limited to:

- Employment history, including dates of employment, job titles and responsibility, rates of pay, attendance record, and reason for termination
- Criminal history, including arrests, convictions, and pending charges
- Driver's license history, including a record of offenses

I hereby release you, your organization, its officers and employees, and all others from liability or damages that may result or be claimed from furnishing the information requested, including any liability or damage pursuant to any state or federal laws, which may at any time result to me, my heirs, my family or associates because of compliance with this authorization.

Signature: _____ Date: _____

Name: _____

Address: _____

Driver's License #: _____ State: _____

Social Security #: _____

THIS INFORMATION WILL BE USED SOLELY FOR THE PURPOSE OF OBTAINING AND VERIFYING
BACKGROUND INFORMATION AS AUTHORIZED BY THE ACCOMPANYING RELEASE

CONCESSION AGREEMENT

**WATERFRONT PARK FOOD SERVICE
CONCESSION AGREEMENT**

THIS CONCESSION AGREEMENT (this "Agreement") is entered into as of this _____ day of May 2022, by and between:

THE BOROUGH OF KEYPORT, a municipal corporation of the State of New Jersey, with principal offices located at 70 West Front Street, Keyport, New Jersey, 07735 (hereinafter referred to as "the Borough"),

AND

(hereinafter referred to as the "Concessionaire").

The Borough and the Concessionaire are each a "Party", and together, shall be referenced as the "Parties".

WHEREAS, pursuant to a Resolution adopted by the Borough, the Borough and the Concessionaire agree to enter into this Agreement to authorize Concessionaire to operate a hot cart and snack concession cart at Keyport Waterfront Park ("Waterfront Park").

NOW, THEREFORE, in consideration of the promises and of the terms, covenant and conditions hereinafter contained to be kept and performed by the respective parties, the receipt and sufficiency of which are acknowledged, it is agreed as follows:

SECTION 1. TERM & PERMISSION GRANTED

a. **The Concessionaire is granted the exclusive right and obligation within Waterfront Park (subject to the provisions of Section 3 herein) to operate and maintain a hot dog and snack concession cart, and not for any other purpose, during the period commencing May 9, 2022 and ending October 31, 2022 (the "Term"), between the hours of 10:00 a.m. and 8:00 p.m. No other activity, service or amenity shall be provided by Concessionaire without the express written approval of the Borough.**

b. The concession rights herein granted shall be carried on at Waterfront Park in a designated area adjacent to the Municipal Boat Ramp (the "Concession Area"). The Borough, through its Harbor Commission, shall specifically designate the space to be utilized by the Concessionaire.

c. Concessionaire shall be permitted a temporary sign, advertisement or notice which may be in a place as designated by the Harbor Commission to identify the business. The within sign may not be affixed to the Waterfront Promenade, Municipal Pier or the Municipal Boat Ramp, and shall be removed daily by the Concessionaire. The sign shall be in such manner and of such size, design, and color as shall follow local ordinances. The location of the within sign shall not obstruct public access to, or signage for, the Waterfront Promenade, Municipal Pier or the Municipal Boat Ramp.

d. In the event of a conflict between Concessionaire and any other concessionaire agreement at Waterfront Park regarding the services to be offered or products to be sold by respective concessionaires of the Borough, Concessionaire shall meet and confer with the Borough and any other necessary party or parties to determine the services to be offered or products to be sold by each, and Concessionaire hereunder agrees thereafter to be bound by the determination of the Borough.

SECTION 2. FEE

a. Fee. The fee the entire Term shall be \$_____ (_____ Dollars) to be paid in five (5) monthly installments of \$_____ (_____ Dollars) beginning on or before June 15, 2022, to be paid on or before the 15th of every month following until the total fee has been paid¹. A late fee of eight percent (8%) shall be assessed on any payment more than ten (10) days past due.

b. Deposit. In addition to payment of the Fee, upon its execution of this Agreement, the Concessionaire shall tender the sum of **\$300.00 (Three Hundred Dollars)** as a refundable deposit to secure Concessionaire's performance of its obligations hereunder. The deposit shall be returned to the Concessionaire after the time fixed as the expiration of the Term herein, provided the Concessionaire has fully and faithfully carried out all of the terms, covenants and conditions to be performed by the Concessionaire, The Borough shall have the right to utilize the deposit, in whole or in part, to cure any and all defaults of the Concessionaire under the terms of this Agreement.

c. Payments. The payments required of Concessionaire hereunder shall be made by certified check or money order payable to the order of the Borough of Keyport at the office of the Borough Clerk, 70 West Front Street, Keyport, New Jersey. The Concessionaire shall, without any previous demand therefor, pay the said fee at the times and in the manner above provided.

d. Other Fees. The Concessionaire shall pay any Borough license fee for conducting the business upon the said Concession Area in the form of any license required for sale of food products within the Borough, as may be required by Ordinance or the Board of Health or any applicable law.

SECTION 3. RESTRICTIONS ON USE; LEGAL COMPLIANCE

a. Nothing herein shall be construed to convey an exclusive license or right to the Concessionaire to exclusive occupancy of the Waterfront Promenade, Municipal Pier or the Municipal Boat Ramp in the general sense. Concessionaire shall not make use of the Concession Area in any manner that might interfere with the recreational uses of Waterfront Park. The

¹ In the event of that the COVID-19 virus related State of Emergency issued by the Governor of the State of New Jersey or any COVID-19 virus related Executive Orders from the Governor of the State of New Jersey prevents the Concessionaire from operating the use authorized in this Agreement, the monthly installment shall be reduced by the pro-rata amount for the days in which Concessionaire cannot operate.

public shall have access to the Waterfront Promenade, Municipal Pier or the Municipal Boat Ramp always.

b. The Concessionaire agrees to observe and comply with all applicable laws, ordinances, rules and regulations of Federal, State, County and Municipal authorities, including, without limitation, any and all regulations established by the State of New Jersey, Green Acres Program, and any and all municipal ordinances of the Borough of Keyport.

(1) The Parties recognize and agree that the Concession Area is located within Green Acres funded parkland. As such, the provisions set forth in N.J.A.C. 7:36-25.13 shall be made applicable to the terms of this Agreement. Both sides agree to cooperate fully with respect to the Green Acres Program. The Parties represent and warrant that nothing herein shall restrict the public from the use and enjoyment of Waterfront Park, including the Waterfront Promenade, Municipal Pier or the Municipal Boat Ramp.

c. Under no circumstances are intoxicating liquors or beverages of any kind or character to be sold, distributed, or offered by Concessionaire.

d. There shall be no solicitation of trade, barking, or crying of wares by the Concessionaire, unless in compliance with local ordinances.

e. The Concessionaire shall not permit any music, dancing or playing of juke boxes, radio, music machines, or other noise-generating items upon the Concession Area, which constitutes a nuisance or violates local ordinances or other regulations.

SECTION 4. CONDITION OF CONCESSION AREA.

a. The Concessionaire represents that he has examined the Concession Area and accepts the same in its present condition (except as otherwise expressly provided herein) and without any representations on the part of the Borough, the Harbor Commission, or its agents as to the present or future condition of the said Concession Area.

b. Concessionaire shall daily dispose of any solid waste, garbage or recyclable materials generated during the performance of the terms of this Agreement.

c. With respect to its use, Concessionaire shall keep said Concession Area in a clean and sanitary condition and free from trash, flammable material, and other objectionable matter.

SECTION 5. RELEASE AND INDEMNIFICATION.

a. Concessionaire hereby releases and waives any claim it may have whatsoever against the Borough, its Harbor Commission and/or Borough officials, employees, agents and representatives, as well as the New Jersey Green Acres Program and its officials, employees, agents and representatives, arising from this Agreement, including, without limitation, claim for personal injury, property damage, or loss of business or profits.

(1) If at any time during the term of this Agreement, the Borough shall engage in the reconstruction, repair or removal of any Borough building or property, including the streets and sidewalks, or other improvements adjacent thereto, and such work shall result in damage/loss of use of the Concession Area by Concessionaire, Concessionaire shall have no claim whatsoever for any such loss of business or profits of any other claim whatsoever against the Borough, its Harbor Commission and/or Borough officials, employees, agents and representatives.

b. Concessionaire agrees to and shall defend, save, indemnify and hold harmless the Borough, its Harbor Commission and/or Borough officials, employees, agents and representatives, as well as the New Jersey Green Acres Program and its officials, employees, agents and representatives, from and against any and all payments, losses, damages, expenses, costs, liabilities and attorney fees for any and all claims and liability or losses or damage to property or injuries to persons, arising out of this Agreement and/or use of the Concession Area by Concessionaire or its agents, employees, customers, assignees or successors.

SECTION 6. INSURANCE.

The Concessionaire shall be responsible, at its own expense, for carrying public liability insurance in the amounts of Five-Hundred Thousand Dollars (\$500,000) in the aggregate or personal injuries sustained, and Fifty-Thousand Dollars (\$50,000) for property-damage, and in the case of any truck or trailer, automobile insurance, in the sum of Five-Hundred Thousand (\$500,000) Dollars insuring the Concessionaire, and specifically naming and including the Borough and its Harbor Commission and/or Borough officials, employees, agents and representatives, and the New Jersey Green Acres Program, and its officials, employees, agents and representatives, as named/additional insureds. Such policies shall also contain a 30-day notice requirement to all insured prior to any termination, alteration or material modification of same, Furthermore, the said policy(is), or confirming certificates thereof, shall be approved by the Borough Attorney (prior to performance under the Agreement) and the same shall be filed with the Borough Clerk.

SECTION 7. BREACH OF AGREEMENT

a. In the event of a breach by Concessionaire of this Agreement, including but not limited to, the non-payment of the Fee or any late fees established hereunder, or the failure of Concessionaire to provide its concession services for two (2) consecutive weekends (Saturday and Sunday), or for seven (7) consecutive days, as the case may be, the Concessionaire shall be sent written notice of said breach, and the Concessionaire shall correct/cure the same within five (5) days of receiving said notice. If the Concessionaire fails to correct/cure the said violation(s) or breach(es) within the five (5) day period or any mutually agreed upon extension to correct/cure, the Borough shall have the option of correcting/curing the said violation or breach at the expense of Concessionaire, and/or terminating this Agreement without further liability. In the event of termination, which shall be on written notice, the Borough shall be further entitled to payment of the balance of the Fee within five (5) days following written notice of such termination.

b. The acceptance of any Fee or late fee hereunder by the Borough after a breach or default of any of the terms, covenants, and conditions of this Agreement, shall not constitute a

waiver or any right or rights of the Borough. Moreover, the failure of the Borough to insist upon strict performance of any of the covenants and conditions of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver or relinquishment for the future of any such covenants, conditions or operations, but the same shall be and remain in full force and effect.

SECTION 8. RESERVED RIGHTS

a. The Borough and its Harbor Commission shall have full authority (but not the obligation) to enter in and upon the said Concession Area, to inspect the same and so as to make any and all necessary repairs in and about the Waterfront Park, including the Concession Area at such time as it or its agents, may deem necessary; provided, however, that nothing herein contained shall be deemed to obligate the Borough or the Harbor Commission to make any such repairs.

b. The Borough and the Harbor Commission reserve the right to determine and modify the permitted uses for Waterfront Park, including the Waterfront Promenade, Municipal Pier or the Municipal Boat Ramp.

c. The Borough reserves the right to further develop or improve the Concession Area as it sees fit, without interference or hindrance; however, the Borough shall consider the desire and views of Concessionaire.

d. In the event of destruction of the Concession Area or other areas of Waterfront Park, the Borough shall reserve the right to terminate this Agreement. In the event of the partial destruction of the Concession Area or other areas of Waterfront Park, the Borough shall have the option to either terminate this Agreement, or make the necessary repairs within 90 days from the happening of such damage (during which time the Fee shall abate if Concessionaire is unable to operate). In the event said repairs are not substantially completed within said 90-day period, this Agreement will terminate, and the Parties will have no further liability towards the other.

SECTION 9. MISCELLANEOUS

a. Notices. All notices or service of any paper or document required to be given to the Concessionaire under this Agreement shall be in writing, may be given by certified mail, return receipt requested, sent to the above address of Concessionaire, or as otherwise permitted herein.

b. Assignments. The Concessionaire shall not assign this Agreement without prior written consent of the Borough of Keyport, which shall be granted or withheld in its sole discretion.

c. Severability. The terms, conditions, covenants and provisions of this Agreement shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by the court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any clause or provision herein. Such other clauses or provisions shall remain in full force and effect.

d. Entire Agreement. This Agreement represents the entire agreement between the Parties hereto respecting the subject matter hereof, and there are no collateral oral agreements or understandings. Moreover, all additions, variations, or modifications of this Agreement shall be void and ineffective, unless in writing, and signed by the Parties.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement as of the date first written above.

ATTEST:

BOROUGH OF KEYPORT

Michele Clark, RMC
Borough Clerk

By:_____
Collette J. Kennedy, Mayor

Date:_____

ATTEST:

FOR THE CONCESSIONAIRE

Date:_____