

BOROUGH OF STONE HARBOR
9508 SECOND AVENUE
STONE HARBOR NJ 08247



REQUEST FOR PROPOSAL
FOR MANAGEMENT OF
CONCESSION STANDS
ON THE BEACH OF THE BOROUGH OF STONE HARBOR

BID SOLICITATION & SPECIFICATIONS

Qualifications and Proposals for the Management of six (6) Concession Stands on the Stone Harbor Beach

BOROUGH OF STONE HARBOR - 2019

Introduction

The Borough of Stone Harbor ("Borough") is issuing this Bid Solicitation for qualifications and proposals to be submitted by qualified persons or business entities to manage, on behalf of the Borough, six (6) temporary / seasonal Concession Stands at specified locations on the Stone Harbor beach.

The Concession Stands shall be used for the rental of beach conveniences such as beach chairs and umbrellas and other similar equipment to beach visitors, as well as for the sale of pre-packaged light refreshments and food items, defined as canned or bottled soft drinks, ice cream products, snack crackers and similar fare as approved by the Cape May County Board of Health. All goods shall be rented and/or sold from within the Concession Stands. Off-site storage shall be the responsibility of the Concessionaire.

The areas to be used for the Concession Stands are specified in this Specification, and shall be limited to the upper $\frac{1}{3}$ of the usable beach (measured from the Spring High Water Line). Such areas are depicted on the map attached to this Specification.

The Borough has received a Coastal Jurisdictional Determination from the New Jersey Department of Environmental Protection to allow such Concession Stands on the beach. Such Determination includes specific conditions which are more fully described below.

The entity selected by the Borough to manage such Concession Stands ("Concessionaire") is required to comply with all permit conditions, federal, state and local laws and regulations, and is responsible for receiving any and all approvals which are or may be required. The Borough will support any application made by the Concessionaire.

The Borough will review all responses and select the respondent whose qualifications and proposal is deemed most responsive to this request. The selected respondent will be awarded a Concession Agreement for the provision of the services described herein, which Concession Agreement will reflect the terms of the successful proposal.

While six (6) Concession Stands are offered under this Specification, the Concession will be awarded to a single entity who will manage all six (6) Stands.

The Borough is issuing this Bid Solicitation under the Competitive Contracting process in lieu of public bidding under the New Jersey *Local Public Contracts Law*, specifically N.J.S.A. 40A:11-4.1 j. Under this process, the Borough is able to evaluate proposals and select the Concessionaire based on price *plus other factors*. Such other factors are detailed in item 39 herein. Since the qualifications of the respondents are material to the Borough's selection of a Concessionaire, the award of the Concession shall not be assigned or otherwise transferred in any manner to any third party not identified in the response to this Bid Solicitation.

Specifications

1. The Borough will provide the Concessionaire with six (6) Concession Stands, to be installed by the Borough, one each, on the beach at the general vicinity of the street ends at 83rd Street, 88th Street, 95th Street, 100th Street, 108th Street and 123rd Street as depicted on the map attached to this Specification.
2. Each Concession Stand shall be approximately eight (8) feet wide, sixteen (16) feet long and eight (8) feet high. Concession Stands will be self-contained, capable of being secured at night and not equipped to be mobile. The Borough will furnish each Concession Stand with electric power, but the Concessionaire will be responsible to pay for actual electric usage.
3. Once installed, the Concessionaire shall be permitted to sell pre-packaged food and beverages as approved by the Cape May County Board of Health and rent beach chairs and umbrellas to beach visitors.
4. All items to be rented or sold from the Concession Stands shall be pre-approved by the Borough's Beach and Recreation Committee ("Committee") in accordance with item 28 herein.
5. The Concessionaire may, at his discretion, utilize mobile sales equipment (vending carts) to sell the items described herein. Such equipment shall be kept clean and in good repair, and its use shall conform in all respects to the various controls contained in this Specification, including, but not limited to, items 26 and 27 herein.

Such equipment may be utilized upon the entire beach front.

6. The sale of sandwiches, hot dogs, hamburgers, pizza, etc. is permitted as approved by the Cape May County Board of Health, as is the sale of beach equipment, beach supplies, toys and other items. Other than straws and napkins, the use of paper products (cups, plates, etc.) is prohibited.
7. All Bidders are now required to comply with the Codes of the Borough of Stone Harbor, Chapter 466, Article VIA Environmentally Acceptable Packaging and Products. A copy is included with Bid Specifications as Exhibit B.
8. Weather permitting: Concessions shall commence on the Saturday prior to Memorial Day (May 25th for 2019) and shall cease at the close of the beach on Labor Day (September 2nd for 2019). Between such dates, the Concessions may be open during the week but must be open on Saturdays and Sundays. Between June 10, 2019 and the close of the beach on Labor Day, Concessions shall be open seven (7) days a week.
9. Concessions shall be open and ready for business between 10:00 a.m. and 5:00 p.m. daily, but shall be permitted to close if a beach is closed and its lifeguards are no longer in attendance.

10. The Concessionaire shall maintain the Concession Stands in good condition throughout the season, and shall immediately contact the Borough should repairs or re-painting be required.
11. Other than that applied by the Borough, no graphics, lettering or other decorative or functional markings on the outside of the Concession Stands is permitted.
12. Prior to taking possession of the Concession Stands, the Concessionaire shall deposit the sum of \$1,000.00 with the Borough Clerk as a security deposit. Such deposit shall be held without interest and will be forfeited if the Concession Stands are not vacated and returned to the Borough in satisfactory condition, normal wear and tear excepted, at the close of the beach on Labor Day. Any item remaining in a Concession Stand at such time shall become the property of the Borough and the Borough may, at its sole discretion, utilize the security deposit for the removal and disposal of an item so remaining.
13. The Concessionaire shall be entitled to place its inventory of items offered for rent on the beach within a reasonable "Concession Area" surrounding each Concession Stand. Each Concession Area shall be determined by the Committee under the process detailed in item 28 herein.

Each Concession Area, as approved by the Committee, must be open to the public and shall not prevent reasonably convenient access from the bulkhead to the Ocean or along and across (east and west) the public beach.

14. The Concessionaire shall assure that the beach in the vicinity of the each Concession Stand is clean and free of all cans, paper and any other loose debris resulting from the sale or rental of any product for a distance of two hundred (200) feet (one block) in all directions from each Concession Stand, up to but not extending beyond a bulkhead. This requirement shall include the periodic policing of the area as necessary or as directed by any authorized Borough employee. In so doing, the Concessionaire shall use all reasonable care to avoid entering upon or causing damage to the dunes.
15. The Borough shall supply one (1) trash and one (1) recycling receptacle for each Concession Stand. The Concessionaire shall be responsible to furnish as required, suitable plastic liners (2 mil thickness, minimum) for each Borough supplied receptacle.
16. The Concessionaire shall be responsible for emptying the trash and recycling receptacles as needed to prevent the overflow, and shall check on the status of each receptacle routinely throughout the day. In emptying the receptacles, the Concessionaire shall remove and suitably secure the openings of the plastic liners, and carry all filled plastic liners to the area at the street end between the bulkhead and the yellow line marking the "No Parking". At the end of each business day, the Concessionaire shall transport all such filled liners to a specified area at the Borough Maintenance Yard, located at 81st Street and Third Avenue.

All recyclable materials utilized by the vendor will be recycled through the Borough recycling program.

17. The Concessionaire shall be permitted to park in said "No Parking" area only for as long as is reasonably required to load / unload vehicles necessary to supply the Concession Stands and to load a vehicle with filled liners. In no case shall any vehicle remain parked therein for a period in excess of thirty (30) minutes.

Term

18. The term of the Concession Agreement shall be for a period of two (2) years

Financial Return to the Borough

19. The minimum return to the Borough for this Concession opportunity shall be \$55,000.00 for Bid Year 2019 and \$56,000.00 for Bid Year 2020. Respondents are free to propose additional sums at their discretion.

20. Responses to this Bid Solicitation shall include a certified check, bank draft or cash in the amount of at least ten percent (10%) of the minimum bid for Bid Year 2019. The balance of the amount actually proposed for Bid Year 2019 shall be paid to the Borough Clerk as follows:

- 30% of the total 2019 bid by 21st of May, 2019
- 30% of the total 2019 bid by 21st of June, 2019
- 30% of the total 2019 bid by 19th of July, 2019

21. The balance of the amount actually proposed for the Year 2020 shall be paid as follows:

- 20% of the total 2020 bid by 20th of February, 2020
- 20% of the total 2020 bid by 20th of May, 2020
- 30% of the total 2020 bid by 19th of June, 2020
- 30% of the total 2020 bid by 20th of July, 2020

22. A written Concession Agreement between the Borough and the Concessionaire shall be executed by both parties within thirty (30) days of the award of the bid by Borough Council.

Insurance Requirements

23. The Concessionaire shall carry General Liability insurance in the minimum amount of \$1,000,000.00, which policy shall insure the Concessionaire and the Borough against all claims for damage to property or bodily injury, including death, which may arise from or in connection with the Concessions described herein. The Concessionaire shall also carry appropriate Worker's Compensation coverage.

The format of such insurance shall be acceptable to the Atlantic Cape May Municipal Joint Insurance Fund.

The insurance shall be issued by an insurance company which is authorized to transact business in the State of New Jersey, and which is rated no less than "A" in the current edition of Best's Guide Such insurance.

Such policy shall name the Borough of Stone Harbor, its officers, staff and relevant consultants, and the New Jersey Department of Environmental Protection as additional insureds, and shall remain in full force and effect from the time the Concessionaire takes possession of the Concession Stands units such Stands have been removed from the beach as provided for herein.

Such policy shall not be terminated or canceled prior to its normal expiration date without 60 days' advance written notice to the Borough.

Additionally, the Concession Agreement shall include appropriate Hold Harmless and Indemnification provisions in favor of the Borough, its officers, staff and consultants. The precise language of such provisions shall be provided by the Borough within such Agreement.

24. The Concessionaire, upon execution of the Concession Agreement and shall provide the Borough with the proof of such insurance policy in the form of an insurance certificate approved as to form by the Borough Solicitor, which shall be delivered, along with a receipt showing the payment of the premium for the particular year, to the Borough Clerk.
25. The Borough assumes no risk for any loss or damage to the Concession Stands or to any merchandise or other property installed, stored or otherwise located therein. All such risk shall be assumed by the Concessionaire. The Concessionaire is strongly encouraged, but is not required, to obtain appropriate insurance for such loss or damage.
26. In order to insure public safety, the Concessionaire shall remove all inventory and other non-Borough property associated with all Concession Stands upon 24 hour notice by the Borough in instances of pending inclement weather.

The Borough assumes no risk for any loss of business or revenue due to inclement weather, the closing of beaches for environmental purposes or other unforeseen occurrences. The Concessionaire is strongly encouraged, but is not required, to obtain appropriate business interruption insurance for such occurrences.

Concession Management

27. While the management of the Concession Stands shall be the sole responsibility of the Concessionaire, this Concession program is being sponsored by the Borough. As such, the appearance of the Concession Stands and the conduct and deportment of the personnel working therein directly reflects back on the Borough and its officials, and will have the ability to significantly impact the family-oriented nature of the Stone Harbor Beach and, by extension, the Borough's economy as a whole.

In order to ensure the family-friendly atmosphere intended, the Concessionaire shall agree, and the Concession Agreement shall include language specifying:

The Concessionaire shall not display, rent or sell any item depicting, graphically or in text, language, gestures or intent which, according to accepted standards of decency, are deemed lewd, obscene or offensive, or are intended for adult audiences.

A request by any Municipal Official to remove any item from display shall automatically constitute a violation of this paragraph. The Concessionaire shall immediately comply with any such demand. Any breach of this provision shall be considered a material breach of the Concession Agreement, and such official shall have the right to demand removal of any such item on display. The Concessionaire shall immediately comply with such demand or shall face immediate closure, subject to all remedies available at law or equity.

28. Staffing of the Concession Stands shall be determined by the Concessionaire. The Concessionaire and any of his, her or its employees shall be required to wear, at all times when the Concessionaire and his, her or its employees are at the Concession Stands while the Stands are open for business, a short-sleeved collared (golf-type) shirt or t-shirt and long or short pants. No bathing suites are permitted. A baseball-type hat is optional. The only graphic permitted on such clothing shall be the Concessionaire's logo.
29. The Concessions, in all its aspects, shall be managed and conducted in a professional manner and shall be subject to the oversight and approval of the Committee, which approval shall not be unreasonably withheld. These aspects include the manner and method in which all products are to be sold or rented, including the charges to be made therefor. The Concessionaire shall submit a listing of all items to be sold or rented, and the prices to be charged for the same, to the Committee for approval sixty (60) days prior to taking possession of the Concession Stands.

In amplification of the above, the Concessionaire shall submit to the Committee, no later than sixty (60) days prior to taking possession of the Concession Stands, a site plan depicting each Concession Area, graphics depicting all Concession-related items and such narrative and other information as may be required to address, without limitation, the nature, types and number of items to be rented and/or sold at each Concession Stand, the rental and sales prices for each such item, the method of inventory storage (both during business and non-business hours) and other pertinent physical and management elements of the Concession as may reasonably be requested by the Committee.

The Committee shall review such documentation and shall approve or disapprove same, no later than thirty (30) after submission. In conducting its review, the Committee may, at its discretion, enlist the assistance of the Borough's Police Department, Beach Patrol and Health Inspectors. If disapproved, the Concessionaire shall revise such documentation in accordance with the requirements of the Committee. No activity of any sort related to the Concession shall be commenced without the approval of the Committee as described herein.

General

30. The Concessionaire shall be responsible for the full performance of all the terms and conditions of the Concession Agreement, and for the proper conduct and management

of the Concessions at all sites at all times, including the removal of debris and cleanliness of the prescribed area; and for the conduct and behavior of all employees while in the performance of duties in connection with the Concession Agreement.

31. The Borough reserves the right to terminate the Concession Agreement, or its renewal forthwith, upon the breach of any of the provisions of the lease upon five (5) days written notice to the Concessionaire, reciting the alleged charge or charges. Said notice may be made by certified mail to the address furnished by the Concessionaire with his bid, or may be personally served upon any of the Concessionaire's agents, employees or subcontractors at any of the Concession Sands.

The Concessionaire may request an informal hearing before the Committee, in connection with said termination, by submitting to the Borough Clerk a written request therefore within three (3) days of receipt of said notice. In the event that such a request is submitted, the Concessionaire shall be bound by the terms of the Concession Agreement until the hearing is concluded. A hearing shall be held within seven (7) days of receipt of said request at which the Concessionaire and the Borough may present testimony as appropriate and relevant. The Committee shall deliberate in executive session following the testimony and then present, through the Committee Chair, its decision on whether to uphold the termination of the Concession Agreement or reinstate the Concession Agreement. The Committee need not render any finding of facts in connection with its decision.

32. The Borough, its agents, employees or other representatives, shall have the right to enter into and upon the Concession Areas and Concession Stands, or any part or parts thereof, at all reasonable hours, for the purpose of examining and inspecting same and making such repairs or alterations as may be necessary for the safety and preservation of the Concession Stands. This provision shall not be construed as an obligation on the part of the Borough to make such inspection. Nothing herein shall preclude the right of inspection by the State of New Jersey.
33. The Borough reserves the right to rescind and/or revoke any Concessionaire's Agreement executed with any respondent to this Bid Solicitation should, in the sole opinion of the Borough, any of actual Concession components fall short of those contained in the response to this Solicitation.
34. The Concessionaire shall be bound by the Anti-Discrimination Laws of the State of New Jersey as follows:

- a. The Concessionaire shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the Concessionaire will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship.

The Concessionaire agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause;

b. The Concessionaire shall, in all solicitations or advertisements for employees placed by or on behalf of the Concessionaire, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex;

c. The Concessionaire shall send to each labor union or representative of workers with which he 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 worker's representative of the Concessionaire's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Selection Process

35. The Borough is issuing this Bid Solicitation under the Competitive Contracting process in lieu of public bidding under the New Jersey *Local Public Contracts Law*, specifically N.J.S.A. 40A:11-4.1 j. Under this process, the Borough is able to evaluate proposals and select the Concessionaire based on price *plus other factors*.

36. The Borough will review all responses to the Bid Solicitation and rank each based upon the selection criteria detailed in items 38 and 39 herein. The successful respondent shall be the entity who, in the sole opinion of the Borough:

- is most qualified; and
- Whose financial proposal represents the best overall return to the Borough.

37. The Borough reserves the right to make no selection should it decide, in its sole discretion, that none of the respondents is qualified or that no response sufficiently achieves the goals of this Bid Solicitation. In such case, the Borough reserves the right to reissue this Bid Solicitation ~ in its current or modified form ~ or withdraw this Solicitation in its totality.

Submission Requirements & Selection Criteria

Respondents shall address each item on separated pages, clearly labeled with page dividers corresponding to the number of the factor addressed.

38. Financial return to the Borough 1) for Bid Year 2019 and 2) for Bid Year 2020.

39. In addition to the financial return, the evaluation and ranking of the qualitative components of each Bid Solicitation response will be based upon the following selection criteria. The Borough reserves the right to interpret said criteria as it sees fit.

- (a) The strength of the respondents' organizational and management structure as demonstrated by its business reputation, professional capability and past performance, including experience in owning, managing or otherwise operating retail and/or food and beverage outlets similar to that described herein:

Respondents shall provide:

- Evidence demonstrating general and retail / Concession-related experience and qualifications;
- Actual, color visuals of each comparable retail / Concession owned or managed by the respondent. Such information may be provided via DVD / video, still photography, on-line materials or other appropriate media;
- Experience summaries principal and management personnel.

- (b) The financial capability of the respondent as represented by the strength of its current financial position and its ability to obtain the financing necessary for the Concession as detailed herein:

Respondents shall provide evidence of their ability to obtain the requisite financing for the Concession as proposed. Include Letters of Commitment, names and addresses of financial references and any other named sources of debt and/or equity financing as may be required. ***Personal information shall be kept STRICTLY CONFIDENTIAL.***

- (c) The proposed Concession (and related) concept(s):

Respondents shall provide a conceptual site plan, conceptual graphics and narrative generally consistent with the requirements of item 28 herein, including specific rental and sale items, anticipated pricing and related issues.

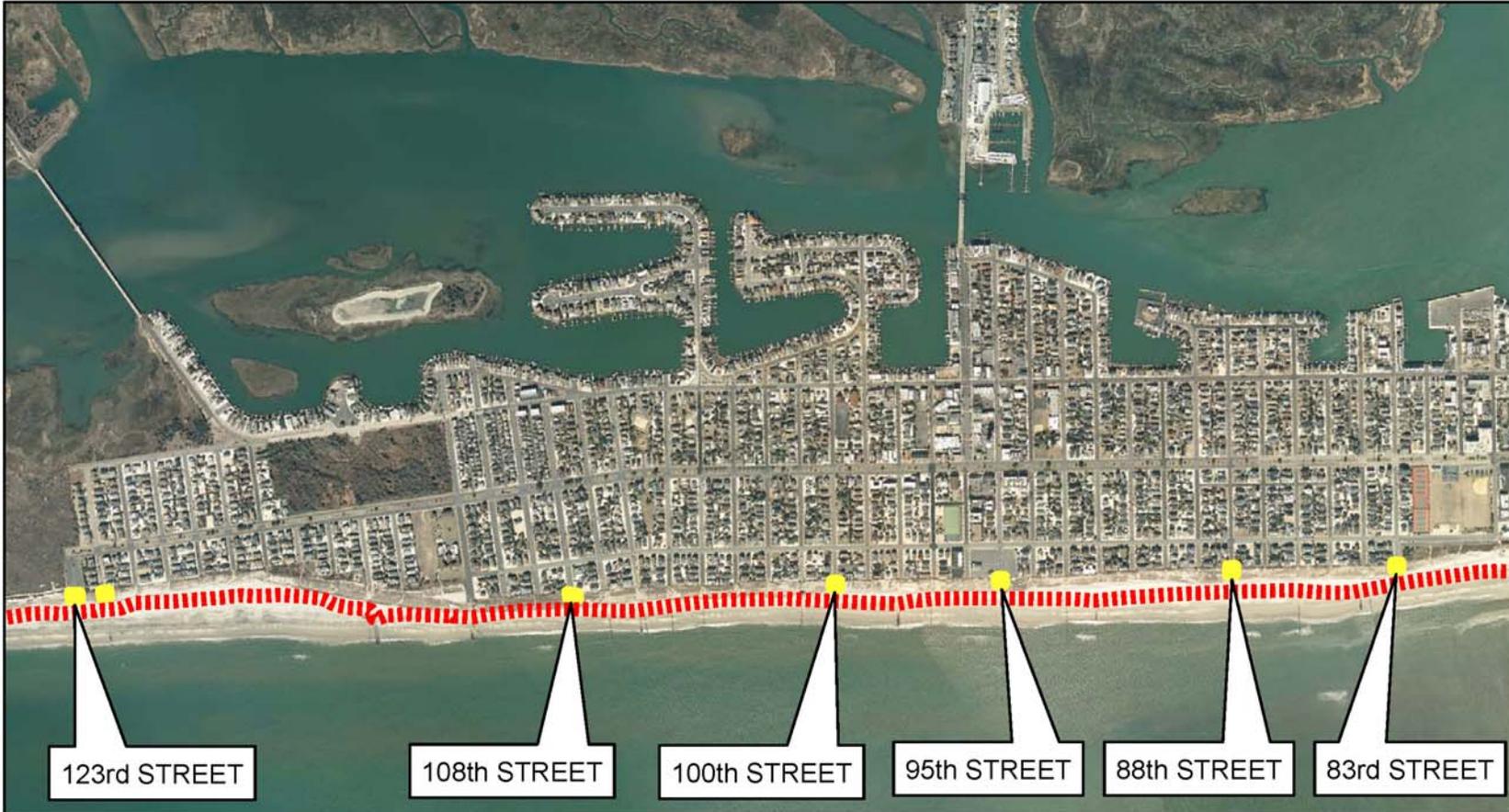
- (d) A plan for security of the Concession Stands during non-business hours.

- (e) The extent to which the proposal requires installation of electric service to any or all Concession Stands.

- (f) The proposal for the resupply the Concession stands during operation and the proposed storage areas for supplies and related items.

- (g) Additional material which may demonstrate special or unique qualifications for being selected for this opportunity.

Respondents may submit any additional material which may demonstrate special or unique qualifications for being selected for this opportunity. Successful similar experience will be given special consideration.



123rd STREET

108th STREET

100th STREET

95th STREET

88th STREET

83rd STREET

 SPRING HIGH TIDE LINE

 CONCESSION STAND LOCATIONS (UPPER 1/3 OF USABLE BEACH*)

* MEASURED BETWEEN BULKHEAD & SPRING HIGH TIDE LINE

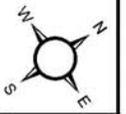
EXHIBIT

BID SPECIFICATIONS
 BEACH CONCESSION STANDS
 BOROUGH OF STONE HARBOR
 CAPE MAY COUNTY, NEW JERSEY
 CONCESSION STAND LOCATION MAP

REV.	DATE

REVISIONS

DATE: 1/30/13
 SCALE: N.T.S.



REMINGTON, VERNICK & WALBERG ENGINEERS
 854 N. MAIN STREET, PLEASANTVILLE, NJ 08823
 (609) 426-1100
 WWW.RVW.COM
ENGINEERING EXCELLENCE SINCE 1901



**NOTICE TO BIDDERS
BEACH CONCESSION STANDS
BOROUGH OF STONE HARBOR, CAPE MAY COUNTY, NEW JERSEY**

Sealed bids for the management of six (6) Concession Stands on specific beach land owned by the Borough of Stone Harbor, New Jersey to be used for the rental of beach chairs and umbrellas and the sale of pre-packaged refreshments will be received by the Borough Clerk at 11:00 a.m. on Wednesday, April 3rd, 2019 at which time they will be opened and read aloud.

The term of the Concession is for two years, 2019 and 2020
Minimum amount of the bids shall be \$55,000 for Bid Year 2019 and \$56,000 for Bid Year 2020. Bidders may elect to submit higher numbers at their discretion.

Each bidder shall supply with his, her or its bid a certified check, cashier's check and/or cash in the amount of 10% of the bid, which will be applied to the proposed Bid Year 2019 payment. However, in the event the successful bidder fails to execute a Concession Agreement with the Borough and deliver a copy of the required insurance as provided in the Borough's Bid Solicitation & Specifications, the deposit shall be forfeited to the Borough as liquidated damages and not as penalty.

The terms and conditions under which this Concession is being offered, and the manner and methods under which the proposed business is and shall be conducted, are set forth in the Bid Solicitation & Specifications prepared by the Borough and on file in the Office of the Borough Clerk, Borough Hall, 9508 Second Avenue, Stone Harbor, New Jersey. **Copies of the bid documents may be obtained from the Borough Clerk at 9508 Second Avenue, Stone Harbor, New Jersey or on our website at <http://www.stone-harbor.nj.us/>.**

A Concession Agreement will be awarded to the successful bidder under the Competitive Contracting process in lieu of public bidding under the New Jersey *Local Public Contracts Law*, specifically N.J.S.A. 40A:11-4.1 j. Under this process, the Borough is able to evaluate proposals and select the Concessionaire based on price *plus other factors*. Such other factors are detailed in the Bid Solicitation & Specifications.

The successful bidder will be required to comply strictly with the terms and conditions set forth in the Bid Solicitation & Specifications. At the time of the submission of the bid, each bidder shall supply a list of names and addresses of all persons having a 10% or more interest in the bidding company, pursuant to the requirements of Chapter 33 of the Laws of 1977.

Bidders are required to comply with the Anti-Discrimination Laws of the State of New Jersey, in particular with the requirements of Chapter 127 of the Laws of 1975. The statutory language required by N.J.S.A. 10:2-1 and 10:5-33 are hereby incorporated in the Bid Solicitation & Specifications and the Concession Agreement with the successful bidder by reference.

All Bidders are now required to comply with the Codes of the Borough of Stone Harbor, Chapter 466, Article VIA Environmentally Acceptable Packaging and Products. A copy is included with Bid Specifications as Exhibit B.

The Mayor and Council reserve the right to accept or reject any and/or all bids and reserve the right to waive any informality in a bid.

Bids must be enclosed in a sealed envelope bearing the name and address of the bidder marked "Bid for the Concession Stands" and addressed to Ms. **Suzanne Stanford, Clerk, Borough of Stone Harbor, 9508 Second Avenue, Stone Harbor, New Jersey 08247.**

By Order of the Borough of Stone Harbor
Suzanne C. Stanford, Borough Clerk

Dated: March 5, 2019

BIDDER'S CHECKLIST

The following checklist is provided for each bidder to check off documents submitted with their bid:

A. Stockholder Disclosure Statement - properly notarized listing stockholders or partners owning ten percent (10%) or more of corporation or partnership stock (Required)

B. Non Collusion Affidavit properly notarized. (Required)

C. New Jersey Business Registration Certificate (BRC) (Required)

D. Affirmative Action Evidence (Required)

E. W-9 Form (Required)

F. Rental of Beach Concession Bid Proposal (Required)

G. Authorized Signatures on all forms

STATEMENT OF OWNERSHIP

No bid will be considered unless this form is completed and is submitted with the bid. The laws of New Jersey (N.J.S. 52:25-24.2) prohibit the award of a contract if you fail to comply with this requirement.

- CHECK THIS BOX if the bidder is a business owned by one person, and is not a corporation or partnership. Insert name and address of owner below at (A)
- CHECK THIS BOX if the bidder is a partnership owned by two or more persons, and is not a corporation. Insert name and address of each owner of 10% or more interest in the partnership below at (A), (B), Etc.
- CHECK THIS BOX if the bidder is a corporation. Insert name and address of each owner of 10% or more of the corporate stock below at (A), (B), etc and give the state of the incorporation.

	% of Ownership
A. Name _____	_____
Address _____	
B. Name _____	_____
Address _____	
C. Name _____	_____
Address _____	
D. Name _____	_____
Address _____	
E. Name _____	_____
Address _____	
F. Name _____	_____
Address _____	

INCORPORATED IN THE STATE OF _____

Signature

Title

Name: _____

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY }
} SS:
COUNTY OF }

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

I am _____ of the firm _____, the
bidder making the Proposal for the above named project, and 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; and 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 relies upon the truth of the statements contained said
Proposal and in 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 got a commission, percentage,
brokerage or contingent fees, except bona fide employees or bona fide established commercial or
selling agencies maintained by

_____ (N.J.S.A. 52:34-15)
(Name of Contractor)

Subscribed and sworn to me on this _____ day

(Type or Print Name of Affiant under

Signature)

Of _____, 20_____,

Notary Public

My Commission Expires:_____

BUSINESS REGISTRATION OF PUBLIC CONTRACTORS

ALL GOVERNMENT CONTRACTING UNITS IN New Jersey have received new responsibilities under the recently enacted P.L. 2004, c.57. Starting September 1, 2004 all business organizations that do business with a local contracting agency are required to be registered with the State and provide proof that registration to the contracting agency before the contracting agency may enter into a contract with the business.

The purpose of contractor registration (which is separate from the requirements of the Public Works Contractor Registration Act) is to ensure that all businesses and their subsidiaries receiving government contracts pay appropriate sales and use, and other taxes. While sales and use taxes are not paid on government contracts, the requirement to register to obtain government contracts obligates them to comply with the law on non-government contracts. Businesses, particularly out of state businesses, competing with New Jersey based businesses often do not pay the required taxes. Thus, unregistered businesses take unfair advantage of New Jersey Businesses and deprive the State of its rightfully due taxes.

“Proof of Registration” means a copy of the organization’s “Business Registration Certificate” issued by the Division of Revenue. No other form can be substituted; it must be this form.

Contractors must obtain proof of registration from their subcontractors.

EXHIBIT A
N.J.S.A. 10:5-31 AND N.J.A.C 17:27
MANDATORY EQUAL OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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 or employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency of Compliance Officer setting for the provisions of this nondiscrimination clause.

The Contractor or Subcontractor, where applicable will, in all solicitation 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, marital status, affectional or sexual orientation or sex.

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

The Contractor or Subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the American 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, race, creed color, national origin, marital status, affectional or sexual orientation 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, race, creed, color, national origin, marital status, affectional or sexual orientation 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 good and services contract, one of the following three documents:

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

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

**Exhibit B
Codes of the
Borough of Stone Harbor
Chapter 466**

**Article VIA
Environmentally Acceptable Packaging and Products**

[Adopted 8-7-2018 by Ord. No. 1524] [Amended 12-4-2018 by Ord. No. 1536]

§ 466-19.1 Definitions.

Unless otherwise expressly stated, whenever used in this article the following terms shall have the meanings set forth below:

ASTM STANDARD

Meeting the standards of the American Society for Testing and Materials (ASTM) International Standards D6400 or D6868 for compostable plastics, as those standards may be amended.

BOROUGH OF STONE HARBOR CONTRACTOR

Any person or entity that has a contract with the Borough of Stone Harbor for work or improvement to be performed, for a franchise, concession, for grant monies, goods and services, or supplies to be purchased at the expense of the Borough of Stone Harbor, or to be paid out of monies deposited in the Treasury or out of trust monies under the control or collected by the Borough of Stone Harbor.

BOROUGH OF STONE HARBOR FACILITY

Any building, structure or vehicle owned and operated by the Borough of Stone Harbor, its agents, agencies, and departments.

BUSINESS ESTABLISHMENT

Any commercial enterprise that provides carryout bags to its customers through its employees or independent contractors associated with the business. The term includes sole proprietorships, joint ventures, partnerships, corporations, or any other legal entity whether for profit or not for profit. This term is inclusive of any store or business which sells or offers goods or merchandise, located or operating within the Borough of Stone Harbor, including those referenced in "food or grocery establishment," and "food provider."

COMPOSTABLE

All the materials in the product or package, when composted in an industrial or municipal compost operation, will break down, or otherwise become part of, usable compost (e.g., soil-conditioning material, mulch) in a safe and timely manner. Compostable food serviceware must meet ASTM standards for compostability and any bioplastic or plastic-like product must be clearly labeled, preferably with a color symbol, to allow proper identification such that the collector and processor can easily distinguish the ASTM standard compostable plastic from non-ASTM standard compostable plastic.

DISPOSABLE FOOD SERVICWARE

Is interchangeable with "to go" packaging and "food packaging material" and includes, but is not limited to: all containers, clamshells, bowls, plates, trays, cartons, cups, straws, stirrers, napkins and other items designed for one-time use associated with prepared foods, including, without limitation, serviceware for takeout foods and/or leftovers from partially

consumed meals prepared by food providers.

EVENTS PROMOTER

An applicant for any event permit issued by the Borough or any Borough employee(s) responsible for any Borough-organized event.

FOOD OR GROCERY ESTABLISHMENT

All sales outlets, stores, shops, vehicles or other places of business located within the Borough which operate to sell or convey foods, or beverages, which foods or beverages are predominantly contained, wrapped or held in or on packaging. Food establishment shall include, but not be limited to, any place where food is prepared, mixed, cooked, baked, smoked, preserved, bottled, packaged, handled, stored, manufactured and sold or offered for sale, including, but not limited to, any fixed or mobile restaurant, drive-in, convenience store, coffee shop, cafeteria, short-order cafe, delicatessen, luncheonette, grill, sandwich shop, soda fountain, hotel, motel, movie house, theatre, bed-and-breakfast inn, tavern, bar, cocktail lounge, nightclub, roadside stand, take-out prepared food place, industrial feeding establishment, catering kitchen, mobile food preparation unit, commissary, event, grocery store, public food market, produce stand, food stand, or similar place in or at which food or drink is prepared for sale, or for service, on the premises or elsewhere, and any other establishment or operation where food is processed, prepared, stored, served, sold, or provided for the public and any organization, group or individual which provides food as part of its service.

FOOD PROVIDER

Any vendor, business, organization, entity, group or individual, including food establishments, as defined herein, located in the Borough of Stone Harbor that offers food or beverage to the public.

PERSON

An individual, business, event promoter, trust, firm, joint stock company, corporation, nonprofit, including a government corporation, partnership, or association.

POLYSTYRENE/PLASTIC FOAM

Blown expanded and extruded polystyrene (sometimes called styrofoam™) or other plastic foams which are processed by any number of techniques including, but not limited to, fusion of monomer spheres (expanded bead plastic), injection molding, foam molding, and extrusion-blown molding (extruded foam plastic). Polystyrene and other plastic foam is generally used to make cups, bowls, plates, trays, clamshell containers, meat trays, egg cartons, coolers, ice chests, shipping boxes, packing peanuts, and beach or pool toys. The term "polystyrene" also includes clear or solid polystyrene which is known as "oriented polystyrene."

POLYSTYRENE/PLASTIC FOAM PRODUCTS

Any item such as coolers, ice chests, cups, bowls, plates, clamshells, shipping boxes, containers, cutlery, or any other merchandise containing polystyrene/plastic foam that is not wholly encapsulated or encased by a more durable material.

PREPARED FOOD

Food or beverages which are served, packaged, cooked, chopped, sliced, mixed, brewed, frozen, squeezed or otherwise prepared within the Borough of Stone Harbor. "Prepared food" does not include raw, butchered meats, fish and/or poultry sold from a butcher case or similar food establishment.

RECYCLABLE

Any material that is accepted by the Borough of Stone Harbor recycling program or the Cape May County recycling program, including, but not limited to, paper, glass, aluminum, cardboard and plastic bottles, jars and tubs. This also means any approved alternative products which are accepted by the County recycling centers.

REUSABLE CARRYOUT BAG

A carryout bag that is specifically designed and manufactured for multiple reuse, and meets the following criteria:

- A. Displays in a highly visible manner on the bag exterior language describing the bag's ability to be reused and recycled;
- B. Has a handle;
- C. Is constructed out of any of the following materials:
 - (1) Cloth, other washable fabric, or other durable materials whether woven or nonwoven; or
 - (2) 100% recycled PET Plastic and recyclable; and
 - (3) Has a minimum lifetime of 125 uses, which for purposes of this subsection, means the capability of carrying a minimum of 22 pounds 125 times over a distance of at least 175 feet.

SINGLE-USE PLASTIC CARRYOUT BAG

A bag provided by a business establishment to a customer typically at the point of sale for the purpose of transporting purchases, which is made predominantly of plastic derived from either petroleum or a biologically-based source.

§ 466-19.2 Single-use carryout bags.

- A. No business establishment or food or grocery establishment may provide single-use plastic carryout bags at any Borough facility, Borough-sponsored event, or any event held on Borough property.
- B. No business establishment or food or grocery establishment within the Borough limits may provide single-use plastic bags to its customers.
- C. Any business establishment providing single-use carry out bags shall use reusable bags or paper bags made from a minimum of 80% post-consumer recycled content.

§ 466-19.3 Polystyrene/plastic foam disposable food serviceware.

- A. Food providers within the Borough of Stone Harbor may not provide food in any disposable food serviceware that contains polystyrene/plastic foam.
- B. Disposable food serviceware that contains polystyrene/plastic foam is prohibited from use in all Borough of Stone Harbor facilities.
- C. Borough of Stone Harbor contractors in the performance of Borough contracts and events promoters may not provide food in disposable food serviceware that contains polystyrene/plastic foam.

§ 466-19.4 Disposable food serviceware.

- A. All food or grocery establishments and food providers within the Borough of Stone Harbor

utilizing disposable food serviceware shall use recyclable or compostable products, subject to the provisions of §§ **466-19.6** and **466-19.7**, with the exception of straws, which cannot be made of plastic or compostable.

- B. All food providers may give straws, lids, cutlery, and to-go condiment packages upon request of the customer.
- C. All Borough of Stone Harbor facilities utilizing disposable food serviceware shall use products that are recyclable or compostable with the exception of straws, which cannot be made of plastic or compostable.
- D. Borough of Stone Harbor contractors and events promoters utilizing disposable food serviceware shall use recyclable or compostable product, with the exception of straws, which cannot be made of plastic or compostable, while performing under a Borough of Stone Harbor contract or permit.

§ 466-19.5 Prohibited sales.

No business establishment or event promoter within the Borough of Stone Harbor may sell, rent, or otherwise provide any polystyrene/plastic foam product which is not wholly encapsulated or encased within a more durable material, except as exempted in this article. This specifically includes, but is not limited to, cups, plates, bowls, clamshells, bags, and other products intended primarily for food service use, as well as coolers, containers, ice chests, shipping boxes, or packing peanuts.

§ 466-19.6 Exemptions for recyclable or properly composted food serviceware and other polystyrene/plastic foam products.

- A. Products made from polystyrene/plastic foam which is wholly encapsulated or encased by a more durable material are exempt from the provisions of this chapter. Examples include surfboards, boats, life preservers, and craft supplies which are wholly encapsulated or encased by a more durable material, and durable coolers not principally composed of polystyrene/plastic foam.
- B. Construction products made from polystyrene/plastic foam are exempted from this ordinance if the products are used in compliance with Borough Code and used in a manner preventing the polystyrene/plastic foam from being released into the environment.
- C. Emergency, hospital, and medical supply and services procurement. In an emergency situation and for the immediate preservation of the public health or safety, Borough facilities, food vendors, Borough franchises, contractors and vendors doing business with the Borough shall be exempt from the provisions of this article.
- D. Laundry dry-cleaning bags, newspaper bags, or packages of multiple bags intended for use as garbage, pet waste, or yard waste; although the Borough encourages the use of recyclable or compostable products throughout.
- E. Bags provided by physicians, dentists, pharmacists or veterinarians to contain prescription drugs or other medical necessities.
- F. Bags used by a customer inside a business establishment to:
 - (1) Contain bulk items, such as produce, nuts, grains, candy, or small hardware items;
 - (2) Contain or wrap frozen foods, meat, or fish, whether or not prepackaged;

- (3) Contain or wrap flowers, potted plants or other items to prevent moisture damage to other purchases; or
- (4) Contain unwrapped prepared foods or bakery goods.
- G. Bags of any type that the customer brings to the store for their own use for carrying away from the store goods that are not placed in a bag provided by the store.
- H. Meat trays are exempt from the provisions of this article.
- I. Any product purchased, prepared or packaged outside the Borough of Stone Harbor and sold in or delivered into the Borough are exempt from the provisions of this chapter.

§ 466-19.7 Requests for exemption.

- A. The Public Works Committee may make a recommendation to Borough Council to exempt a food or grocery establishment or food provider from the requirements set forth of this article for up to a one-year period upon the food provider showing, in writing, that this article would create an undue hardship or practical difficulty not generally applicable to other persons in similar circumstances.
- B. Exemptions to allow for the sale or provision of polystyrene/plastic foam products may be recommended by the Public Works Committee if the food or grocery establishment or food provider can demonstrate in writing a public health and safety requirement or medical necessity to use the product.
- C. An exemption application shall include all information necessary for the Public Works Committee to make a recommendation to Borough Council, including but not limited to documentation showing factual support for the claimed exemption. The Public Works Committee and Borough Council may require the applicant to provide additional information.
- D. The Borough Council may approve the exemption application in whole or in part, with or without conditions.

§ 466-19.8 Enforcement and penalties.

- A. The Police Department and Code Enforcement Officer have primary responsibility for enforcement of this chapter. The Police Department and Code Enforcement Officer are authorized to take any and all other actions reasonable and necessary to enforce this chapter, including, but not limited to, investigating violations, issuing fines and entering the premises of any business establishment during business hours.
- B. If a Police Officer or Code Enforcement Officer determines that a violation of this chapter has occurred, he/she will issue a written warning notice to the owner or operator of the business establishment that a violation has occurred and the potential penalties that will apply for future violations.
- C. Any business establishment that violates or fails to comply with any of the provisions of this article after a written warning notice has been issued for that violation shall be subject to a civil penalty that shall not exceed \$200 for a first violation; \$350 for a second violation within any twelve-month period; and \$500 for each additional violation within any twelve-month period. Every 30 days that a violation continues will constitute a separate offense.
- D. In addition to the penalties set forth in this section, repeated violations of this article by a person who owns, manages, operates, is a business agent of, or otherwise controls a

business establishment may result in the suspension or revocation of the business license issued to the premises on which the violations occurred. No Borough business license shall be issued or renewed until all fines outstanding against the applicant for violations of this article are paid in full.

- E. Violation of this article is hereby declared to be a public nuisance, which may be abated by the Borough by restraining order, preliminary and permanent injunction, or other means provided for by law, and the Borough may take action to recover the costs of the nuisance abatement.

§ 466-19.9 **Effective date and waivers.**

All of the requirements set forth in this article shall take effect on June 1, 2019.

BID PROPOSAL FORM
RENTAL OF BEACH CONCESSION LOCATIONS
BOROUGH OF STONE HARBOR, CAPE MAY COUNTY, NEW JERSEY

Bid Year 2019

Bid Year 2020

\$ _____

\$ _____

Vendor Name: _____

Address: _____

Phone: _____

Signature of Authorized Agent

Date