

BID SOLICITATION AND SPECIFICATIONS

Qualifications and Proposals for the Management Of a Concession Stand at the Egg Harbor City Lake/Campground

The City of Egg Harbor is issuing this Bid Solicitation for qualifications and proposals to be submitted by qualified persons or business entities to manage, on behalf of the City a Concession Stand at the Egg Harbor City Lake/Campground.

The Concession Stand shall be used 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 specified below. All goods shall be sold from within the Concession Stands. Off-site storage shall be the responsibility of the Concessionaire.

The entity selected by the City to manage such Concession Stand (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 City will support any application made by the Concessionaire.

The City 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.

The City 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 City is able to evaluate proposals and select the Concessionaire based on price plus other factors. Such other factors are detailed in item #25 herein. Since the qualifications of the respondents are material to the City'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 sale of sandwiches, hot dogs, hamburgers, pizza and other small food. is permitted.
2. Weather permitting: The Concession stand shall commence on the Saturday prior to Memorial Day (May 25, 2024) and shall cease on September 2, 2024. The Concession stand may be open during the week from May 25,2024 until June 18, 2024 but must be open on Saturdays and Sundays. From June 19, 2024 until September 2,2024 it must be open 7 days per week.

3. Concession stand shall be open and ready for business at least between 11:00 a.m. and 5:00 p.m. daily but shall be permitted to close if the lake is closed and its lifeguards are no longer in attendance.
4. The Concessionaire shall maintain the Concession Stands in good condition throughout the season and shall immediately contact the City should repairs or re-painting be required.
5. Other than what is applied by the City, no graphics, lettering or other decorative or functional markings on the outside of the Concession Stands is permitted.
6. Prior to taking possession of the Concession Stands, the Concessionaire shall deposit the sum of \$500.00 with the City Clerk as a security deposit by May 13, 2024. Such deposit shall be held without interest and will be forfeited if the Concession Stand is not vacated and returned to the City in satisfactory condition, normal wear and tear expected, at the close of the stand on September 2, 2024. Any item remaining in a Concession Stand at such time shall become the property of the City and the City may at its sole discretion, utilize the security deposit for the removal and disposal of an item so remaining.
7. The Concessionaire shall assure the vicinity of the 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 in all directions from each Concession Stand. This requirement shall include the periodic policing of the area as necessary or as directed by any authorized City employee.
8. 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. All recyclable material utilized by the vendor will be recycled through the City recycling program.

Term

9. The term of the Concession Agreement shall be from May 25, 2024 until September 2, 2024.

Lease Agreement

10. A written Lease Agreement between the City and the Concessionaire shall be executed by both parties within ten (10) days of the award of the bid by City Council.

Insurance Requirements

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

The format of such insurance shall be acceptable to the City Attorney.

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 Guide Search Insurance.

Such policy shall name the City of Egg Harbor, its officers, staff and relevant consultants, as additional insureds and shall remain in full force and effect from the time the Concessionaire takes possession of the Concession Stand units such stand is vacated.

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

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

12. The Concessionaire, upon execution of the Concession Agreement, shall provide the City with the proof of such insurance policy in the form of an insurance certificate approved as to form by the City Attorney, which shall be delivered along with a receipt showing the payment of the premium for the particular year, to the City Clerk.

13. The City assumes no risk for any loss or damage to the Concession Stand 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.

14. In order to ensure public safety, the Concessionaire shall remove all inventory and other non-City property associated with all Concession Stands upon 24-hour notice by the City in instances of pending inclement weather. The City assumes no risk for any loss of business or revenue due to inclement weather, or other unforeseen occurrences. The Concessionaire is strongly encouraged but is not required to obtain appropriate business interruption insurance for such occurrences.

Concession Management

15. While the management of the Concession Stand shall be the sole responsibility of the Concessionaire, this Concession program is being sponsored by the City. As such, the appearance of the Concession Stand and the conduct and department of the personnel working therein directly reflects back on the City and its officials, and will have the ability to significantly impact the family oriented nature of the lake and, by extension, the City's economy as a whole.

16. Staffing of the Concession Stand shall be determined by the Concessionaire.

17. The Concession, 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 including the charges to be made therefor.

General

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

19. The City reserves the right to terminate the Concession Agreement, or its renewal forthwith, upon the breach of any of the provisions of the agreement 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 Stand.

The Concessionaire may request an informal hearing before the Committee, in connection with said termination, by submitting to the City Clerk a written request therefore within three (3) days of receipt of said notice. In the event that such 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 City 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.

20. The City, its agents, employees or other representatives, shall have the right to enter into and upon the Concession Area and Concession Stand, or any part of 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 Stand. This provision shall be construed as an obligation on the part of the City to make such inspection. Nothing herein shall preclude the right of inspection by the State of New Jersey.

21. 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

22. The City 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 City is able to evaluate proposals and select the Concessionaire based on price plus other factors.

23. The City will review all responses to the Bid Selection and rank each based upon the selection criteria detailed herein. The successful respondent shall be the entity who in the sole opinion of the City.

- a. Is most qualified; and
- b. Whose financial proposal represents the best overall return to the City.

24. The City 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 Selection. In such case, the City reserves the right to reissue this Bid Selection-in its current or modified form-or withdraw this Solicitation in its totality.

Submission Requirements and Selection Criteria

25. The evaluation and ranking of the qualitative components of each Bid Solicitation response will be based upon the following selection criteria. The City 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:
- 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:
- c. A plan for security of the Concession Stand during non-business hours.
- d. The proposal for the resupply of the Concession stand during operation and the proposed storage areas for supplies and related items.

- e. 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.

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Utilities

26. The successful Vendor shall be solely responsible for payment of all electric, relating to the operation of the Concession stand. A deposit of \$1000.00 shall be paid to the City Clerk by May 13, 2024. Any unused portion shall be returned to the Concessionaire after the term of the lease has ended.

Pest Control

27. The successful Vendor shall arrange for a pest control in the Concession area at its own expense.

City Owned Equipment

28. All City owned equipment and bar shall remain in their current location. Should the successful Vendor require the relocation of any City owned equipment or fixtures located within the Golf Course Concession areas, such relocation shall occur only upon written approval by the Golf Course General manager/superintendent and in accordance with the City standards and requirements are no expense to the City. No additional equipment shall be added to the concession areas without written approval by the Golf Course General Manager/Superintendent. Any additional kitchen equipment added will become the property of the City with exception to leased equipment. The Invoice, Owner's Manual and Warranty Information shall be submitted to the Golf Course General manager/Superintendent.

Attire of Staff

29. The successful Vendor shall provide an atmosphere suitable and appropriate for the park, which includes, but is not limited to appropriate attire for its staff.

Facility Maintenance

30. The successful vendor shall have the sole responsibility for cleaning and general maintenance of the Food and Beverage Concession stand during the full term of the Agreement. This includes all kitchen equipment, fire suppression system, hoods and vents. The Concessionaire shall be responsible for all inspections by any fire officials for any equipment at the stand. The City is not responsible for the maintenance of kitchen equipment. The City is not responsible for the maintenance of plumbing and electrical

services, if any, in the concession areas. The Concessionaire shall wash, rinse and sanitize all equipment used at the Concession Stand.

Mercantile License

31. The successful vendor shall obtain and provide a valid mercantile license.

Fee

32. The fee for the term is \$500.00 payable to the City Clerk by May 13, 2024.

Time.

33. Proposals shall be submitted to the City Clerk on or before April 23, 2024.