

Exhibit “A”

TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY



RFP

Due April 12, 2023
at 10:00am

**RE-BID 2023 Contract for Food & Beverage Concession at West Orange
Ginny Duenkel Pool Season with option to extend 2 one-year periods**

TOWNSHIP OF WEST ORANGE * 66 MAIN STREET * WEST ORANGE, NJ 07052
(973) 325-4056

Request for Proposals

The Township of West Orange is soliciting proposals through the competitive contracting process in accordance with N.J.S.A. 40A:11-4.1 et seq., for the following services:

RE-BID 2023 Contract for the Food & Beverage Concession Stand West Orange Ginny Duenkel Municipal Pool Season with option to extend 2 one year periods

The proposal package can be obtained in person at the Township of West Orange, 66 Main Street, Purchasing Room 111, West Orange, NJ 07052, during regular business hours, 8:30 a.m. to 4:30 p.m. or on our website at www.westorange.org.

Sealed proposals, clearly marked with the title and name and address of party making same, addressed to the Township Council of the Township of West Orange will be received by mail, or hand delivery, at the Municipal Building, 66 Main Street, West Orange, NJ 07052. Submission due date is Wednesday, April 12, 2023 at 10:00 a.m. and will be publicly opened and read at that time in the Council Chambers on the same day. No proposals received after that time will be considered.

Bidders are required to comply with the Contract Compliance and Equal Employment Opportunities in Public Contracts N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and have a current New Jersey Business Registration Certificate P.L. 2004, N.J.S.A. 52:25-24.2.

Bid deposit by a certified/cashier's check in the amount of \$1,000.00 required. The Township Council reserves the right to reject any or all proposals submitted and also to increase or diminish any quantities which in their judgment is necessary.

Pay to Play Requirements Contractors are advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement Commission, pursuant to N.J.S.A. 19:44-20.13(P.L. 2005, c, 271, s.3), if the contractor receives contracts in excess of \$50,000 in the aggregate from public entities during the calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us

Panayiota Reynolds
Purchasing Agent

TOWNSHIP OF WEST ORANGE

SPECIFICATIONS FOR THE 2023 CONTRACT FOR THE FOOD AND BEVERAGE CONCESSION STAND AT GINNY DUENKEL MUNICIPAL POOL, WITH OPTIONS TO RENEW

1. QUALIFICATIONS:

The Township is seeking a vendor to operate the concession stand at its Ginny Duenkel Municipal Pool (the “Concession Stand”) for the 2023 season. The successful vendor shall be an owner or operator of a licensed food establishment operation, which includes a licensed facility to store and prepare fresh and frozen foods. This facility shall be within a 30 minute distance of the Township of West Orange and the applicant shall be in legal operation of said business a minimum one year. The vendor’s response shall, on a separate sheet of paper, state the name and address of the licensed food establishment. **Vendors who solely have a New Jersey Cottage Food Operator Permit are excluded from bidding on this contract.**

The successful vendor and all employees shall comply with applicable state and local food handlers training and food protection manager certification requirements which immediately follows the award of this Contract. The successful vendor shall be responsible for the initial cleaning of the concession facility prior to bringing in food. The successful vendor will maintain this facility in a sanitary manner at all times during its operation. The successful vendor shall regularly clean all equipment, interior, and exterior surfaces and, at the conclusion of its seasonal service, provide a final cleanup of the entire facility that is approved by the Health Department during their close out inspection. It shall be understood by the successful vendor that the security deposit, as required and set forth in Section 11 herein, will not be released until such cleanup is approved and signed off for by the Health Officer or his designee.

The successful vendor’s operation shall be inspected by the West Orange Health Department at the pool facility and shall maintain a Satisfactory Rating at all times.

In the event the successful vendor does not comply with said standards, his/her/its approval to operate may be revoked by the local Health Officer, therefore nullifying the award to the vendor. A Satisfactory Rating must also be maintained at the applicant's licensed food establishment operation through verification with the local Health Officer in that jurisdiction.

2. EQUIPMENT:

The successful vendor shall provide all necessary equipment, vehicles and labor necessary for the installation and removal of concession equipment, food and miscellaneous merchandise and to ensure compliance with all health regulations.

The Township will provide a refrigerator, freezer, grill, ice machine, service tables and deep fryer ("Township Items"). The successful vendor must provide all other items.

The Township does not guarantee the Township Items as to their operability. All items are "as is/where is". The successful vendor represents that he/she/it has had sufficient opportunity to fully inspect the machinery and equipment and they are satisfactory for Concession Stand operation. Requests to inspect the equipment may be made to the

Township's Recreation Department, prior to the vendor submission date.

In the event that any of the Township items become inoperable during the term of this contract, the successful vendor must inform the Township's Purchasing Agent in written form immediately, either by email to preynolds@westorange.org or fax at (973) 736-8380. In such event, the Township shall take all appropriate and reasonable steps to repair same, but in any event the successful vendor shall continue to operate the Concession Stand during all hours of operation and will have no right of setoff or deduction under any circumstances concerning the vendor amount. Further, the successful vendor shall be responsible for ensuring that all Township Items and property are used in accordance with normal operations and are not negligently used in any manner to cause breakage, disrepair or damage. In the event of any such breakage, disrepair or damage, the successful vendor shall be fully responsible for all cost and expense, which will be paid by the vendor or reimbursed to the Township, whichever is applicable, within forty-eight (48) hours of presentment. If such expenses are not promptly paid, such act or omission will constitute an event of default hereunder.

The Township of West Orange has also installed vending machines on the property offering bottled beverages, pre-packaged snack items and cryogenic ice cream products. Continued operation of these vending machines is subject to discussion with vendor upon awarding of snack bar contract.

3. UTILITIES:

Refuse collection, gas, lighting and water service will be furnished by the Township. The successful vendor will be responsible for the daily disposal of refuse in and around the Concession Stand and dining deck area. The successful vendor will be responsible for the proper disposal of used cooking oil.

4. HEALTH REGULATIONS:

The successful vendor shall be responsible for, and subject to, all health regulations governing the Township of West Orange. This shall include obtaining a retail food establishment license from the West Orange Health Department to operate the snack bar.

The successful vendor shall be required to keep the area in and around the concession stand and dining deck clean of litter resulting from the operation. The successful vendor shall:

- (a) Wash counters daily before opening and as needed during operation.
- (b) Wash floors completely at least one hour before opening each day.
- (c) Clean snack bar area daily before opening and as needed during operation
- (d) Wash down the dining deck area daily at the close of the business day.
- (e) Remove all gum from the dining deck area.
- (f) Wash and clean tables in the dining deck area as needed.
- (g) Supply all necessary plastic bag inserts for garbage containers in the Concession Stand and dining deck area.
- (h) Ensure Concession Stand employees wear proper attire approved by the Township's Health Department.
- (i) Wash and sanitize all equipment, kitchenware, and utensils on a daily basis.

5. MENU/PRODUCT LIST

Vendor may sell edible items and assorted sundries only. Effective 2018, the vendor shall be required to offer "healthy" menu options on a daily basis. These healthy options shall include but not be limited to the following:

Beverages: Bottled water, unsweetened ice tea and fruit based smoothies

Snacks: Fresh fruit, vegetable sticks and yogurt

Entrees: Salads with lower fat dressings, grilled chicken and non-beef patties

Please include with your Bid , a copy of your menu, and sundry items with prices. Please include a description of the menu items (e.g., 4oz hamburger, foot long beef hot dog, etc.).

6. LABOR MARKET CONDITIONS:

The successful vendor shall be responsible for any and all labor market conditions which may affect the successful vendor's working costs during the term of the contract. The successful vendor will absorb all increases in the cost of raw materials.

7. ADULT SUPERVISION OF PREMISES:

The successful vendor shall be responsible for limiting occupation of the snack bar only to employees who are licensed approved food handlers. No later than two weeks prior to commencement of operations, the successful vendor shall provide the Director of Recreation with a typewritten list of names, addresses, telephone numbers, ages and social security numbers of all employees hired to meet the obligations of the contract no later than two weeks prior to opening.

The above referenced employee information with respect to any new hires made during the pool season must be provided to the Township's Recreation Director prior to the start date of the proposed new employees. The successful vendor shall have on the premises at all times during hours of snack bar operation at least one employee, 21 years of age or older, who shall be responsible for supervising all other employees. Violation of the conditions set forth in this section will result in forfeiture of the \$1,000.00 deposit.

8. HOURS OF BUSINESS AND DELIVERY RESTRICTION:

The Concession Stand's hours of operation shall follow the standard pool hours. Pool opens May 27, 2023 weekends only, full time June 24, 2023, and the Season ends September 04, 2023. Pre-season hours are weekends only from 12 noon to 6:00 pm. Full season operation is 7 days a week. Normal hours are 12 noon to 7:30 pm, Monday through Thursday, 12 noon to 8:00 pm on Saturdays, 10:00 am to 8:00 pm on Saturdays and 11:00 am to 8:00 pm on Sundays. During normal hours of operation food deliveries to pool patrons or employees shall not be permitted in the pool area or on pool grounds. **Deliveries to the successful vendor shall not be permitted after 11:00 am on any day of the week.**

9. SPECIAL EVENTS:

Special events, which may occur during or after the normal operating hours, are determined by the Director of Recreation, and the Concession Stand may operate during special events with the permission of the Director of Recreation. Food for special events or parties sponsored by the Township's Department of Recreation may also be brought on site or catered, as will be determined in advance by the Director of Recreation in his or her sole discretion. The Recreation Department sponsored Swim Team has authorization to sell food and promotional materials during their anticipated 3-4 weekday evening home meets. During morning programming such as swim lessons, camp visits and other programming, the vendor has the option to open during those programs.

10. UTILIZATION OF POOL FACILITIES:

The successful vendor and any employees may not utilize the swimming pool unless they are a member in good standing of the Ginny Duenkel Municipal Pool.

Violation of this condition will result in forfeiture of the \$1,000.00 security deposit.

11. INSURANCE, SECURITY DEPOSIT, WEEKLY REPORT:

All responding parties must have a valid certificate of general liability insurance, which names the Township as an additional insured, the policy for which shall have not less than a combined single limit of \$1,000,000.00. The prevailing vendor must present the Certificate to the Township within seven (7) business days of the award of the Contract.

A security deposit in the form of certified check must accompany all proposals for \$1,000.00 payable to the Township of West Orange. The deposit of the successful vendor will be held in escrow by the Township and returned at the satisfactory completion of the contract. The full amount of the deposit will be surrendered in the event of any default under the terms or obligations hereunder. In the Township's sole discretion, the Township may deduct from or require surrender of the deposit for the cost of repairs for any damage caused by the vendor to the concession stand. The successful Vendor shall supply the Director of Recreation and the Purchasing Agent a weekly report of earnings from the snack bar. The week shall run from Saturday through Friday and the reports will be provided no later than Wednesday of the following week. Gross sales for the 2021 Pool Season were \$82,650.00.

12. CONTRACT:

The vendor to whom the contract is awarded shall not assign or sublet the contract, Concession Stand, or any part of its obligations hereunder, without the prior written consent of the Director of Recreation. In the event the successful vendor fails or neglects to perform any of the conditions or covenants set forth herein during the life of the contract, the Township may, upon (3) days written notice to the successful vendor to cure a default, delivered personally or by registered mail at its last known address, terminate this contract and all rights, privileges or interest in the same shall cease, and the successful vendor shall be liable to the Township for any damages or loss sustained by it, including but not limited to reasonable attorneys' fees in the event any legal action is necessary, as a result of the default of the successful vendor.

The successful vendor shall pay to the Purchasing Agent the percentage of sales volume to be paid to the Township of West Orange as indicated below, every week within five (5) calendar days after the close of the week, which occurs every Friday. The same payment amount and payment terms shall apply to any extensions of the contract.

The contract to operate the Concession Stand shall be awarded to the successful vendor for 2023 pool season, which expires September 05, 2023. The successful vendor shall remove, at his sole expense, from the snack bar, all of its equipment, food goods, and miscellaneous merchandise, unless the contract is extended for the next season, in which case the vendor may tie-down, secure and store any items it wishes within the Concession Stand at its sole risk, cost and expense.

Evaluation Criteria

- A. Technical Criteria (30% of Scoring)
- B. Management Criteria (35% of Scoring)
- C. Cost Criteria (35% of Scoring)

RFP

**RE-BID 2023 Contract for the Food & Beverage Concession at West Orange Ginny Duenkel
Municipal Pool**

TO THE TOWNSHIP COUNCIL, TOWNSHIP OF WEST ORANGE, NEW JERSEY

Dear Council Members:

In accordance with and subject to all stipulations, conditions, requirements, and instructions to vendors, specifications so far as they relate to this proposal are made part of it, submit a vendor of:

Percentage of sales amount to be paid to the Township of West Orange :

% _____ year 2023

% _____ year 2024

% _____ year 2025

(Amount in writing)

COMPANY NAME: _____

ADDRESS: _____

DATE: _____

PHONE: _____

EMAIL: _____

BY _____

(Signature and Title of Officer of Company authorized to execute a contract)

A bid deposit of \$1,000.00 is required in the form of a certified check or bid bond or cashier's check for this bid.

INSTRUCTIONS TO BIDDERS

- 1) A bid deposit must be submitted with this bid proposal in the form of a certified check, cashier's check, or bid bond in the amount of \$1,000.00. Bid deposits, except those of the three apparent lowest bidders shall be returned within ten working days after the bid opening.

APPLICABLE: YES X NO

- 2) When performance bonds are required, a Certificate of Surety must be submitted with the bid proposal, stating that if a contract is awarded to the bidder, the surety will become bound as surety for the faithful performance of the contract.

APPLICABLE: YES NO X

- 3) The Vendor agrees to and with the Township of West Orange that it will save harmless the Township from any action at law for damages because of any breach of contract or of the specifications, upon which same is based. The Vendor further agrees to comply with all ordinances of the Township of West Orange, and with all statutes of the State of New Jersey relative to this contract.

- 4) Subject to the requirements of the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1, et sec., the Township reserves, holds and may exercise, at its sole discretion the following:

a) To reject any or all bids, or to waive any informalities in the bids.

b) To reject all non-conforming, non-responsive, unbalanced or conditional bids.

c) The Township reserves the right with equal or tie bids, to award the contract that best suits the interest of the Township.

- 5) Each bid must be signed in ink by the person authorized to do so.

- 6) Award of contract to the successful bidder must be made within 60 days after receipt of the bids.

- 7) Contract may be awarded on a lump sum or partial basis whichever is in the best interest to the Township.

- 8) In case of default by the bidder or contractor the Township may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost over the contracted amount.

- 9) Prevailing Wage & Labor Laws. The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25, et seq. All bids shall contain a statement to the effect the Bidder and all subcontractors hired by the Bidder will, if applicable, pay any and all workers employed no less than the prevailing rate as determined pursuant

to N.J.S.A. 34:11-56.25 et seq. by the Commissioner of Labor and Industry or duly authorized deputy or representative.

APPLICABLE **YES** _____ **NO** **X** _____

- 10) Equivalent Products – The designation of any item set forth in the Bid Specification by trade name or the like is intended to be for the purpose of establishing a minimum standard for that item. A bidder may bid the trade name item or another item in its place which meets or exceeds the trade name specifications. No item which does not meet at least the specifications of the trade name item will be acceptable.

APPLICABLE **YES** _____ **NO** **X** _____

- 11) No interpretation of the meaning of the specifications will be made to any bidder orally. Every request for such interpretation should be in writing to the Purchasing Agent and to be given consideration must be received at least (5) days prior to the date fixed of the bid opening. Failure of any bidder from any obligation under his bid submitted. All addenda issued shall become part of the contract.

APPLICABLE **YES** **X** _____ **NO** _____

- 12) Bidder must list and submit any and all exceptions being made to our specifications. Failure to do so may result in rejection of bid.

APPLICABLE **YES** **X** _____ **NO** _____

- 13) Pursuant to N.J.S.A. 40A:11-18. American made goods and products shall be used where possible.

APPLICABLE **YES** **X** _____ **NO** _____

- 14) Pay to Play Requirements Contractors are advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement Commission, pursuant to N.J.S.A. 19:44-20.13(P.L. 2005, c, 271, s.3), if the contractor receives contracts in excess of \$50,000 in the aggregate from public entities during the calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us. In addition, pursuant to Section 2-68.1 of the Revised General Ordinances of the Township of West Orange respondents shall disclose all political contributions of two hundred dollars (\$200) or more made within the preceding five (5) years to any elected officials of the Township of West Orange currently in office or any political organization affiliated with an elected official of the Township currently in office

APPLICABLE **YES** **X** _____ **NO** _____

PLEASE PROVIDE A COMPLETE MENU WITH PRICING IN BID SUBMISSION

Recipient:

Township of West Orange
Panayiota Reynolds, Purchasing Agent
66 Main Street, Room 111
West Orange, NJ 07052

preynolds@westorange.org

Phone: (973) 325-4056

Fax: (973) 736-8380

BIDDER'S CHECK LIST

Initial

- Business Registration Certification _____
- Stockholder Disclosure Certification _____
- Mandatory Affirmative Action Language _____
- AMERICANS WITH DISABILITIES ACT OF 1990 _____
- Completed Bid Proposal Form _____
- Bid Deposit \$1,000.00 _____
- W-9 Tax Form _____
- Political Disclosure Statement _____
- Prohibited Russia-Belarus Activities & Iran Investment Activities _____
- Addendum/Addenda _____

Please provide one additional copy of entire bid package which can be a paper copy or stored on a USB/Flash Stick

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

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

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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

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

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

OR

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

OR

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

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

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

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

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

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. §12101 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

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

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

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

Full Name (Print):		Title:	
Signature:		Date:	

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of full age, being duly
sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so 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 _____ relies upon the truth of the statements contained in said Proposal

(name of contracting unit)

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 for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me this day

Signature

_____, 2 _____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

TOWNSHIP OF WEST ORANGE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ **No addenda were received:**

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

Business Registration Certification and Public Works Contractor Registration Certification

Effective September 1, 2004, the State has expanded its Contractor Registration Program to local Government contracts, P.L. 2004, c57. All business organizations that do business with a local government agency are required to be registered with the State. The business must provide proof of that registration to the local government agency before that local government agency can enter into a contract with the business. Further information and registration can be obtained online at:

<http://www.state.nj.us/treasury/revenue/busregcert.shtml> or by calling (609) 292-1730.

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

*I acknowledge that the **Township of West Orange** is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Township of West Orange** to notify the **Township of West Orange** in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the **Township of West Orange** and that the **Township of West Orange** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)		Title	
Signature		Date	

Political Contribution Disclosure Statement Pursuant to Chapter 2, Section 68 of the Revised General Ordinances of the Township of West Orange

Pursuant to Section 2-68.1 of the Revised General Ordinances of the Township of West Orange, please set forth below all political contributions in cash or in kind of two hundred (\$200.00) dollars or more made within five (5) years of the date of acceptance of a proposal for a negotiated contract with the Township of West Orange, or within five (5) years of the notice of award for a bid contract with the Township of West Orange, either directly or indirectly, by the individuals or any of the principals of the business entity completing this form or by the business entity itself, to any elected official of the Township of West Orange currently in office or any political organization affiliated with an elected official of the Township currently in office.¹

<u>Name of Individual/Entity Making Contribution</u>	<u>Amount of Contribution</u>	<u>Recipient of Contribution</u>	<u>Date of Contribution</u>

If you have <u>NOT</u> made any contributions within the scope of Section 2-68.1, as set forth above, please X the line to the right.	NONE

I hereby certify under penalty of perjury that the information provided herein is true and accurate to the best of my knowledge, information and belief.

The current elected officials of the Township include the following: Mayor Susan McCartney, Councilman Bill Rutherford, Councilwoman Michelle Casalino, Councilwoman Tammy Williams, Councilwoman Asmeret Ghebremicael and Councilwoman Susan Scarpa .

Company Name

Authorized Signature

Printed Name

Date

Exhibit “B”

BIDDER'S CHECK LIST

Initial

- Business Registration Certification
- Stockholder Disclosure Certification
- Mandatory Affirmative Action Language
- AMERICANS WITH DISABILITIES ACT OF 1990
- Completed Bid Proposal Form
- Bid Deposit \$1,000.00
- W-9 Tax Form
- Political Disclosure Statement
- Prohibited Russia-Belarus Activities & Iran Investment Activities
- Addendum/Addenda

DD

DD

DD

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DD

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DD

DD

Please provide one additional copy of entire bid package which can be a paper copy or stored on a USB/Flash Stick

**TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY**



RFP

**Due April 12, 2023
at 10:00am**

**RE-BID 2023 Contract for Food & Beverage Concession at West Orange
Ginny Duenkel Pool Season with option to extend 2 one-year periods**

**TOWNSHIP OF WEST ORANGE * 66 MAIN STREET * WEST ORANGE, NJ 07052
(973) 325-4056**

Request for Proposals

The Township of West Orange is soliciting proposals through the competitive contracting process in accordance with N.J.S.A. 40A:11-4.1 et seq., for the following services:

RE-BID 2023 Contract for the Food & Beverage Concession Stand West Orange Ginny Duenkel Municipal Pool Season with option to extend 2 one year periods

The proposal package can be obtained in person at the Township of West Orange, 66 Main Street, Purchasing Room 111, West Orange, NJ 07052, during regular business hours, 8:30 a.m. to 4:30 p.m. or on our website at www.westorange.org.

Sealed proposals, clearly marked with the title and name and address of party making same, addressed to the Township Council of the Township of West Orange will be received by mail, or hand delivery, at the Municipal Building, 66 Main Street, West Orange, NJ 07052. Submission due date is Wednesday, April 12, 2023 at 10:00 a.m. and will be publicly opened and read at that time in the Council Chambers on the same day. No proposals received after that time will be considered.

Bidders are required to comply with the Contract Compliance and Equal Employment Opportunities in Public Contracts N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and have a current New Jersey Business Registration Certificate P.L. 2004, N.J.S.A. 52:25-24.2.

Bid deposit by a certified/cashier's check in the amount of \$1,000.00 required. The Township Council reserves the right to reject any or all proposals submitted and also to increase or diminish any quantities which in their judgment is necessary.

Pay to Play Requirements Contractors are advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement Commission, pursuant to N.J.S.A. 19:44-20.13(P.L. 2005, c, 271, s.3), if the contractor receives contracts in excess of \$50,000 in the aggregate from public entities during the calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us

**Panayiota Reynolds
Purchasing Agent**

TOWNSHIP OF WEST ORANGE

SPECIFICATIONS FOR THE 2023 CONTRACT FOR THE FOOD AND BEVERAGE CONCESSION STAND AT GINNY DUENKEL MUNICIPAL POOL, WITH OPTIONS TO RENEW

1. QUALIFICATIONS:

The Township is seeking a vendor to operate the concession stand at its Ginny Duenkel Municipal Pool (the "Concession Stand") for the 2023 season. The successful vendor shall be an owner or operator of a licensed food establishment operation, which includes a licensed facility to store and prepare fresh and frozen foods. This facility shall be within a 30 minute distance of the Township of West Orange and the applicant shall be in legal operation of said business a minimum one year. The vendor's response shall, on a separate sheet of paper, state the name and address of the licensed food establishment. **Vendors who solely have a New Jersey Cottage Food Operator Permit are excluded from bidding on this contract.**

The successful vendor and all employees shall comply with applicable state and local food handlers training and food protection manager certification requirements which immediately follows the award of this Contract. The successful vendor shall be responsible for the initial cleaning of the concession facility prior to bringing in food. The successful vendor will maintain this facility in a sanitary manner at all times during its operation. The successful vendor shall regularly clean all equipment, interior, and exterior surfaces and, at the conclusion of its seasonal service, provide a final cleanup of the entire facility that is approved by the Health Department during their close out inspection. It shall be understood by the successful vendor that the security deposit, as required and set forth in Section 11 herein, will not be released until such cleanup is approved and signed off for by the Health Officer or his designee.

The successful vendor's operation shall be inspected by the West Orange Health Department at the pool facility and shall maintain a Satisfactory Rating at all times.

In the event the successful vendor does not comply with said standards, his/her/its approval to operate may be revoked by the local Health Officer, therefore nullifying the award to the vendor. A Satisfactory Rating must also be maintained at the applicant's licensed food establishment operation through verification with the local Health Officer in that jurisdiction.

2. EQUIPMENT:

The successful vendor shall provide all necessary equipment, vehicles and labor necessary for the installation and removal of concession equipment, food and miscellaneous merchandise and to ensure compliance with all health regulations.

The Township will provide a refrigerator, freezer, grill, ice machine, service tables and deep fryer ("Township Items"). The successful vendor must provide all other items.

The Township does not guarantee the Township Items as to their operability. All items are "as is/where is". The successful vendor represents that he/she/it has had sufficient opportunity to fully inspect the machinery and equipment and they are satisfactory for Concession Stand operation. Requests to inspect the equipment may be made to the

Township's Recreation Department, prior to the vendor submission date.

In the event that any of the Township items become inoperable during the term of this contract, the successful vendor must inform the Township's Purchasing Agent in written form immediately, either by email to preynolds@westorange.org or fax at (973) 736-8380. In such event, the Township shall take all appropriate and reasonable steps to repair same, but in any event the successful vendor shall continue to operate the Concession Stand during all hours of operation and will have no right of setoff or deduction under any circumstances concerning the vendor amount. Further, the successful vendor shall be responsible for ensuring that all Township Items and property are used in accordance with normal operations and are not negligently used in any manner to cause breakage, disrepair or damage. In the event of any such breakage, disrepair or damage, the successful vendor shall be fully responsible for all cost and expense, which will be paid by the vendor or reimbursed to the Township, whichever is applicable, within forty-eight (48) hours of presentment. If such expenses are not promptly paid, such act or omission will constitute an event of default hereunder.

The Township of West Orange has also installed vending machines on the property offering bottled beverages, pre-packaged snack items and cryogenic ice cream products. Continued operation of these vending machines is subject to discussion with vendor upon awarding of snack bar contract.

3. UTILITIES:

Refuse collection, gas, lighting and water service will be furnished by the Township. The successful vendor will be responsible for the daily disposal of refuse in and around the Concession Stand and dining deck area. The successful vendor will be responsible for the proper disposal of used cooking oil.

4. HEALTH REGULATIONS:

The successful vendor shall be responsible for, and subject to, all health regulations governing the Township of West Orange. This shall include obtaining a retail food establishment license from the West Orange Health Department to operate the snack bar.

The successful vendor shall be required to keep the area in and around the concession stand and dining deck clean of litter resulting from the operation. The successful vendor shall:

- (a) Wash counters daily before opening and as needed during operation.
- (b) Wash floors completely at least one hour before opening each day.
- (c) Clean snack bar area daily before opening and as needed during operation
- (d) Wash down the dining deck area daily at the close of the business day.
- (e) Remove all gum from the dining deck area.
- (f) Wash and clean tables in the dining deck area as needed.
- (g) Supply all necessary plastic bag inserts for garbage containers in the Concession Stand and dining deck area.
- (h) Ensure Concession Stand employees wear proper attire approved by the Township's Health Department.
- (i) Wash and sanitize all equipment, kitchenware, and utensils on a daily basis.

5. MENU/PRODUCT LIST

Vendor may sell edible items and assorted sundries only. Effective 2018, the vendor shall be required to offer "healthy" menu options on a daily basis. These healthy options shall include but not be limited to the following:

Beverages: Bottled water, unsweetened ice tea and fruit based smoothies

Snacks: Fresh fruit, vegetable sticks and yogurt

Entrees: Salads with lower fat dressings, grilled chicken and non-beef patties

Please include with your Bid , a copy of your menu, and sundry items with prices. Please include a description of the menu items (e.g., 4oz hamburger, foot long beef hot dog, etc.).

6. LABOR MARKET CONDITIONS:

The successful vendor shall be responsible for any and all labor market conditions which may affect the successful vendor's working costs during the term of the contract. The successful vendor will absorb all increases in the cost of raw materials.

7. ADULT SUPERVISION OF PREMISES:

The successful vendor shall be responsible for limiting occupation of the snack bar only to employees who are licensed approved food handlers. No later than two weeks prior to commencement of operations, the successful vendor shall provide the Director of Recreation with a typewritten list of names, addresses, telephone numbers, ages and social security numbers of all employees hired to meet the obligations of the contract no later than two weeks prior to opening.

The above referenced employee information with respect to any new hires made during the pool season must be provided to the Township's Recreation Director prior to the start date of the proposed new employees. The successful vendor shall have on the premises at all times during hours of snack bar operation at least one employee, 21 years of age or older, who shall be responsible for supervising all other employees. Violation of the conditions set forth in this section will result in forfeiture of the \$1,000.00 deposit.

8. HOURS OF BUSINESS AND DELIVERY RESTRICTION:

The Concession Stand's hours of operation shall follow the standard pool hours. Pool opens May 27, 2023 weekends only, full time June 24, 2023, and the Season ends September 04, 2023. Pre-season hours are weekends only from 12 noon to 6:00 pm. Full season operation is 7 days a week. Normal hours are 12 noon to 7:30 pm, Monday through Thursday, 12 noon to 8:00 pm on Saturdays, 10:00 am to 8:00 pm on Saturdays and 11:00 am to 8:00 pm on Sundays. During normal hours of operation food deliveries to pool patrons or employees shall not be permitted in the pool area or on pool grounds. **Deliveries to the successful vendor shall not be permitted after 11:00 am on any day of the week.**

9. SPECIAL EVENTS:

Special events, which may occur during or after the normal operating hours, are determined by the Director of Recreation, and the Concession Stand may operate during special events with the permission of the Director of Recreation. Food for special events or parties sponsored by the Township's Department of Recreation may also be brought on site or catered, as will be determined in advance by the Director of Recreation in his or her sole discretion. The Recreation Department sponsored Swim Team has authorization to sell food and promotional materials during their anticipated 3-4 weekday evening home meets. During morning programming such as swim lessons, camp visits and other programming, the vendor has the option to open during those programs.

10. UTILIZATION OF POOL FACILITIES:

The successful vendor and any employees may not utilize the swimming pool unless they are a member in good standing of the Ginny Duenkel Municipal Pool.

Violation of this condition will result in forfeiture of the \$1,000.00 security deposit.

11. INSURANCE, SECURITY DEPOSIT, WEEKLY REPORT:

All responding parties must have a valid certificate of general liability insurance, which names the Township as an additional insured, the policy for which shall have not less than a combined single limit of \$1,000,000.00. The prevailing vendor must present the Certificate to the Township within seven (7) business days of the award of the Contract.

A security deposit in the form of certified check must accompany all proposals for \$1,000.00 payable to the Township of West Orange. The deposit of the successful vendor will be held in escrow by the Township and returned at the satisfactory completion of the contract. The full amount of the deposit will be surrendered in the event of any default under the terms or obligations hereunder. In the Township's sole discretion, the Township may deduct from or require surrender of the deposit for the cost of repairs for any damage caused by the vendor to the concession stand. The successful Vendor shall supply the Director of Recreation and the Purchasing Agent a weekly report of earnings from the snack bar. The week shall run from Saturday through Friday and the reports will be provided no later than Wednesday of the following week. Gross sales for the 2021 Pool Season were \$82,650.00.

12. CONTRACT:

The vendor to whom the contract is awarded shall not assign or sublet the contract, Concession Stand, or any part of its obligations hereunder, without the prior written consent of the Director of Recreation. In the event the successful vendor fails or neglects to perform any of the conditions or covenants set forth herein during the life of the contract, the Township may, upon (3) days written notice to the successful vendor to cure a default, delivered personally or by registered mail at its last known address, terminate this contract and all rights, privileges or interest in the same shall cease, and the successful vendor shall be liable to the Township for any damages or loss sustained by it, including but not limited to reasonable attorneys' fees in the event any legal action is necessary, as a result of the default of the successful vendor.

The successful vendor shall pay to the Purchasing Agent the percentage of sales volume to be paid to the Township of West Orange as indicated below, every week within five (5) calendar days after the close of the week, which occurs every Friday. The same payment amount and payment terms shall apply to any extensions of the contract.

The contract to operate the Concession Stand shall be awarded to the successful vendor for 2023 pool season, which expires September 05, 2023. The successful vendor shall remove, at his sole expense, from the snack bar, all of its equipment, food goods, and miscellaneous merchandise, unless the contract is extended for the next season, in which case the vendor may tie-down, secure and store any items it wishes within the Concession Stand at its sole risk, cost and expense.

Evaluation Criteria

- A. Technical Criteria (30% of Scoring)
- B. Management Criteria (35% of Scoring)
- C. Cost Criteria (35% of Scoring)

RFP

**RE-BID 2023 Contract for the Food & Beverage Concession at West Orange Ginny Duenkel
Municipal Pool**

TO THE TOWNSHIP COUNCIL, TOWNSHIP OF WEST ORANGE, NEW JERSEY

Dear Council Members:

In accordance with and subject to all stipulations, conditions, requirements, and instructions to vendors, specifications so far as they relate to this proposal are made part of it, submit a vendor of:

Percentage of sales amount to be paid to the Township of West Orange :

% 20 year 2023

% 22.5 year 2024

% 25 year 2025

(Amount in writing)

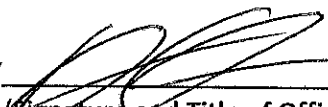
COMPANY NAME: Fat Daddy'z

ADDRESS: 560 Valley Rd.
West Orange, NJ 07052

DATE: 03/20/2023

PHONE: 973-723-0064

EMAIL: fatdaddyzmobile@gmail.com

BY  President

(Signature and Title of Officer of Company authorized to execute a contract)

A bid deposit of \$1,000.00 is required in the form of a certified check or bid bond or cashier's check for this bid.

INSTRUCTIONS TO BIDDERS

- 1) A bid deposit must be submitted with this bid proposal in the form of a certified check, cashier's check, or bid bond in the amount of \$1,000.00. Bid deposits, except those of the three apparent lowest bidders shall be returned within ten working days after the bid opening.

APPLICABLE: YES X NO

- 2) When performance bonds are required, a Certificate of Surety must be submitted with the bid proposal, stating that if a contract is awarded to the bidder, the surety will become bound as surety for the faithful performance of the contract.

APPLICABLE: YES NO X

- 3) The Vendor agrees to and with the Township of West Orange that it will save harmless the Township from any action at law for damages because of any breach of contract or of the specifications, upon which same is based. The Vendor further agrees to comply with all ordinances of the Township of West Orange, and with all statutes of the State of New Jersey relative to this contract.
- 4) Subject to the requirements of the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1, et sec., the Township reserves, holds and may exercise, at its sole discretion the following:
- a) To reject any or all bids, or to waive any informalities in the bids.
 - b) To reject all non-conforming, non-responsive, unbalanced or conditional bids.
 - c) The Township reserves the right with equal or tie bids, to award the contract that best suits the interest of the Township.
- 5) Each bid must be signed in ink by the person authorized to do so.
- 6) Award of contract to the successful bidder must be made within 60 days after receipt of the bids.
- 7) Contract may be awarded on a lump sum or partial basis whichever is in the best interest to the Township.
- 8) In case of default by the bidder or contractor the Township may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost over the contracted amount.
- 9) Prevailing Wage & Labor Laws. The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25, et seq. All bids shall contain a statement to the effect the Bidder and all subcontractors hired by the Bidder will, if applicable, pay any and all workers employed no less than the prevailing rate as determined pursuant

to N.J.S.A. 34:11-56.25 et seq. by the Commissioner of Labor and Industry or duly authorized deputy or representative.

APPLICABLE YES _____ NO X _____

- 10) Equivalent Products – The designation of any item set forth in the Bid Specification by trade name or the like is intended to be for the purpose of establishing a minimum standard for that item. A bidder may bid the trade name item or another item in its place which meets or exceeds the trade name specifications. No item which does not meet at least the specifications of the trade name item will be acceptable.

APPLICABLE YES _____ NO X _____

- 11) No interpretation of the meaning of the specifications will be made to any bidder orally. Every request for such interpretation should be in writing to the Purchasing Agent and to be given consideration must be received at least (5) days prior to the date fixed of the bid opening. Failure of any bidder from any obligation under his bid submitted. All addenda issued shall become part of the contract.

APPLICABLE YES X _____ NO _____

- 12) Bidder must list and submit any and all exceptions being made to our specifications. Failure to do so may result in rejection of bid.

APPLICABLE YES X _____ NO _____

- 13) Pursuant to N.J.S.A. 40A:11-18. American made goods and products shall be used where possible.

APPLICABLE YES X _____ NO _____

- 14) Pay to Play Requirements Contractors are advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement Commission, pursuant to N.J.S.A. 19:44-20.13(P.L. 2005, c, 271, s.3), if the contractor receives contracts in excess of \$50,000 in the aggregate from public entities during the calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us. In addition, pursuant to Section 2-68.1 of the Revised General Ordinances of the Township of West Orange respondents shall disclose all political contributions of two hundred dollars (\$200) or more made within the preceding five (5) years to any elected officials of the Township of West Orange currently in office or any political organization affiliated with an elected official of the Township currently in office

APPLICABLE YES X _____ NO _____

PLEASE PROVIDE A COMPLETE MENU WITH PRICING IN BID SUBMISSION

Recipient:

Township of West Orange
Panayiota Reynolds, Purchasing Agent
66 Main Street, Room 111
West Orange, NJ 07052

preynolds@westorange.org

Phone: (973) 325-4056

Fax: (973) 736-8380

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

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

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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

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

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

OR

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

OR

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

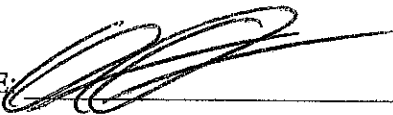
The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

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

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

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

COMPANY: Fat Daddy'z

SIGNATURE: 

PRINT NAME: Darasen Davis

TITLE: President

DATE: 03/20/2023

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Owner of Fat Daddy'z, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

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

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Fat Daddy'z

Organization Address: 560 Valley Rd. West Orange, NJ 07052

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address
Darasen Davis	33 Mcguire Dr. West Orange, NJ 07052

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

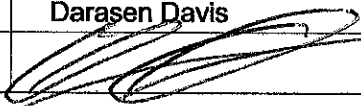
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address
Darasen Davis	33 McGuire Dr. West Orange, NJ 07052

Part IV Certification

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

Full Name (Print):	Darasen Davis	Title:	President
Signature:		Date:	03/20/2023

TOWNSHIP OF WEST ORANGE

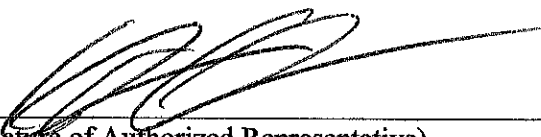
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☒ **No addenda were received:**

Acknowledged for: Fat Daddy'z
(Name of Bidder)

By: 
(Signature of Authorized Representative)

Name: Darasen Davis
(Print or Type)

Title: Owner

Date: 03/20/2023

Business Registration Certification and Public Works Contractor Registration Certification

Effective September 1, 2004, the State has expanded its Contractor Registration Program to local Government contracts, P.L. 2004, c57. All business organizations that do business with a local government agency are required to be registered with the State. The business must provide proof of that registration to the local government agency before that local government agency can enter into a contract with the business. Further information and registration can be obtained online at:

<http://www.state.nj.us/treasury/revenue/busregcert.shtml> or by calling (609) 292-1730.

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of Essex

ss: 155-92-1773

I, Darasn DAVIS residing in West Orange
(name of affiant) (name of municipality)
in the County of Essex and State of New Jersey of full age, being duly
sworn according to law on my oath depose and say that:

I am President of the firm of Fat Daddy's
(title or position) (name of firm)

the bidder making this Proposal for the bid
0023 Contract for food & Beverage Commission
entitled at West Orange Ginny Duenkel and that I executed the said proposal with
(title of bid proposal)

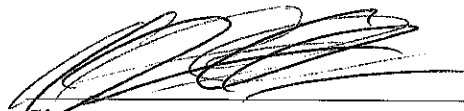
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any
collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named
project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full
knowledge that the Township of West Orange relies upon the truth of the statements contained
in said Proposal
(name of contracting unit)

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 for a commission, percentage, brokerage, or contingent fee, except bona fide
employees or bona fide established commercial or selling agencies maintained by
Fat Daddy's.

Subscribed and sworn to

before me this day


Signature

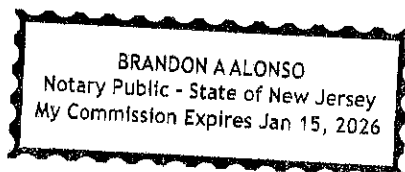
15 March, 2023

Darasn DAVIS
(Type or print name of affiant under signature)

B. Alonso
Notary public of New Jersey

My Commission expires 1/15/2026

(Seal)



Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Fat Daddy'z

Part 1: Certification

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>

www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

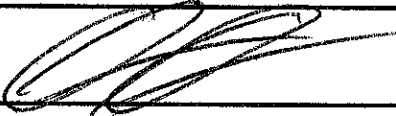
You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the Township of West Orange is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township of West Orange to notify the Township of West Orange in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of West Orange and that the Township of West Orange at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)	Darasen Davis	Title	Owner
Signature		Date	03/20/2023

Political Contribution Disclosure Statement Pursuant to Chapter 2, Section 68 of the Revised General Ordinances of the Township of West Orange

Pursuant to Section 2-68.1 of the Revised General Ordinances of the Township of West Orange, please set forth below all political contributions in cash or in kind of two hundred (\$200.00) dollars or more made within five (5) years of the date of acceptance of a proposal for a negotiated contract with the Township of West Orange, or within five (5) years of the notice of award for a bid contract with the Township of West Orange, either directly or indirectly, by the individuals or any of the principals of the business entity completing this form or by the business entity itself, to any elected official of the Township of West Orange currently in office or any political organization affiliated with an elected official of the Township currently in office.¹

<u>Name of Individual/Entity Making Contribution</u>	<u>Amount of Contribution</u>	<u>Recipient of Contribution</u>	<u>Date of Contribution</u>
N/A			

If you have <u>NOT</u> made any contributions within the scope of Section 2-68.1, as set forth above, please X the line to the right.	NONE

I hereby certify under penalty of perjury that the information provided herein is true and accurate to the best of my knowledge, information and belief.

The current elected officials of the Township include the following: Mayor Susan McCartney, Councilman Bill Rutherford, Councilwoman Michelle Casalino, Councilwoman Tammy Williams, Councilwoman Asmeret Ghebremicael and Councilwoman Susan Scarpa .

Fat Daddy'z
Company Name


Authorized Signature

Darasen Davis
Printed Name

03/20/2023
Date



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: FAT DADDY'Z LLC

Trade Name:

Address: 371 CENTRAL AVE
NEWARK, NJ 07103

Certificate Number: 2611570

Effective Date: July 20, 2021

Date of Issuance: March 15, 2023

For Office Use Only:

20230315103615236

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. fat Daddy2		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see Instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See Instructions. 288 Main St		Requester's name and address (optional)
6 City, state, and ZIP code West Orange		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

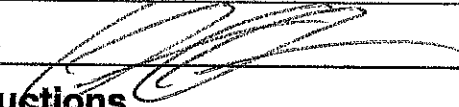
Social security number								
			-			-		
or								
Employer identification number								
8	4	-	4	3	6	2	6	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 3/13/23
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

FAT DADDY'Z MENU

DOGS

Hot Dog \$4.00

2 Hot Dog combo w/
French Fries \$10.00

Italian Hotdog \$12.00
Potatoes Onion & Peppers

SANDWICHES

Cheesesteak \$11.00
Cheese Onions & Peppers

Cheesesteak Combo \$14.00
w/ French Fries (on the side)
Cheese Onions & Peppers

CHICKEN

4 Piece Wings \$9.00
BBQ...Buffalo...Thai Chili...Lemon Pepper

4 Piece Wings combo \$12.00
w/ French Fries
BBQ...Buffalo...Thai Chili...Lemon Pepper

Chicken & Waffles \$15.00
Sliders

Chicken Tenders \$9.00

Chicken Tenders \$11.00

Combo w/ French Fries

VEGAN

Mushroom Cheesesteak \$8.00
Cheese Onions & Peppers

Mushroom \$10.00
Cheesesteak Combo w/
French Fries
Cheese Onions & Peppers

SIDES

French Fries \$4.00

Cheese Fries \$6.00

Nachos w/ Cheese \$6.00

DESSERT

Funnel Cake Fries \$8.00
Powdered sugar & Dipping Sauce

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© @FATDADDY'Z

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 84-4362681	2. TYPE OF BUSINESS ☐ 1. MFG ☒ 2. SERVICE ☐ 3. WHOLESALE ☐ 4. RETAIL ☐ 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 5
4. COMPANY NAME Lat Daclyz		
5. STREET 288 Main St.	CITY Essex	STATE NJ ZIP CODE 07050 West Orange
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE		
7. CHECK ONE: IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☐ MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT CITY COUNTY STATE ZIP CODE		

Official Use Only	DATE RECEIVED	INAG. DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers	1	1		1									
Professionals													
Technicians													
Sales Workers													
Office & Clerical	1	1		1									
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers	3	2	1	1					2				
TOTAL													
Total employment From previous Report (If any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? ☒ Visual Survey ☐ 2. Employment Record ☐ 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES ☒ 2. NO ☐	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: To:		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Dariusz Dais	SIGNATURE 	TITLE President	DATE MO. DAY YEAR 3/13/03
17. ADDRESS NO. & STREET 288 Main St	CITY IND	COUNTY Essex	STATE NJ ZIP CODE PHONE (AREA CODE, NO., EXTENSION)