



THE MUNICIPALITY OF PRINCETON  
COUNTY OF MERCER  
STATE OF NEW JERSEY

SPECIFICATIONS, INSTRUCTIONS TO  
BIDDERS AND CONTRACT DOCUMENTS  
FOR

# **LICENSE TO OPERATE CANOE AND KAYAK RENTAL CONCESSION**

February 2017

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DEANNA STOCKTON, P.E. NO. 42732  
MUNICIPAL ENGINEER

## **NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received by the Municipality of Princeton ("Municipality") in the County of Mercer, State of New Jersey, at the Municipal Building, 400 Witherspoon Street, Princeton, New Jersey 08540 on **March 15, 2017 at 2:00 pm** prevailing time and place publicly opened and read for the following:

### **LICENSE TO OPERATE CANOE AND KAYAK RENTAL CONCESSION**

The Municipality is soliciting bid proposals pursuant to the Local Public Contracts Law, and in particular the rules governing "concessions" pursuant to N.J.A.C. 5:34-9.4, from experienced vendors interested in operating a canoe and kayak rental recreation facility at the portion of the Turning Basin Park located on the eastern side of Alexander Street at the Delaware and Raritan Canal. The Municipality intends to award a license to the highest responsible, responsive bidder for use of the Turning Basin location for a term of two (2) seasons, subject to the terms of the contract documents. The term may be extended for up to two additional one-year terms, as more fully discussed in the Contract Documents.

Specifications and bidding documents may be obtained at the office of the Engineer, located at the Princeton Municipal Building, 400 Witherspoon Street, First Floor, Princeton, New Jersey between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, or online at <http://princetonnj.gov/bids-rfp/index.html>.

All bids shall be on approved bid forms which shall be submitted in sealed envelopes, addressed to the Municipal Clerk, Municipal Building, 400 Witherspoon Street, First Floor, Princeton, New Jersey 08540, bearing the name and address of the bidder and the purpose for which the bid is submitted. Required documents to be submitted are set forth in Paragraph 1C of the section of the specifications entitled "Instructions to Bidders".

Bids may be submitted in person or by mail and they will be received at the Municipal Clerk's Office and publicly opened, examined and announced. No bids will be received after the above-designated time. The Municipality assumes no responsibility for the loss or the non-delivery of any bid sent to it prior to the bid opening.

Each bid shall be accompanied by a certified check, bank cashier's check or bid bond of an amount equal to \$1,000.00, payable to the Municipality of Princeton.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq., concerning Equal Employment and Affirmative Action, N.J.S.A. 52:25-24.2 (P.L. 1977, c.33), requiring a Statement of Ownership Disclosure, and all other requirements as set forth in the Instructions to Bidders.

Municipality reserves the right to reject any and all bids to the extent permitted by law. An award will be made or bids will be rejected within 60 days after the opening of bids, unless extended as provided by law.

Kathleen Brzezynski  
Municipal Clerk

**MUNICIPALITY OF PRINCETON  
INSTRUCTIONS TO BIDDERS  
LICENSE TO OPERATE CANOE AND KAYAK RENTAL CONCESSION**

1. PROPOSAL

- A. **Forms.** Bid forms are provided herewith.
- B. **Completeness.** The bidder shall fill in all blank spaces in the bid form, including alternate bids (if any), using ink or typewriter and sign same in ink. Erasures or other changes in the bid must be explained or noted over the signature of the bidder. Bids containing any conditions, omissions, unexplained erasures or alterations, or any item not called for in the proposal, or irregularities of any kind, may be cause for rejection by the Municipality.
- C. **Required Documents.** The bid shall be submitted with the following:  
**ALL OF THESE DOCUMENTS MUST BE SUBMITTED OR THE BID WILL BE REJECTED.  
PLEASE USE THE ENCLOSED MANDATORY CHECKLIST TO BE CERTAIN ALL  
REQUIRED FORMS ARE INCLUDED WITH THE BID:**
- (1) Required Document Checklist;
  - (2) Bid Proposal Form, with acknowledgement of addenda;
  - (3) Non-Collusion Affidavit;
  - (4) In accordance with N.J.S.A. 40A:11-21, a bid bond of a type acceptable to the Municipality issued by a surety licensed in the State of New Jersey, and listed in U.S. Department of the Treasury Circular 570, or a certified or cashier's check payable to the Municipality of Princeton, such bid bond or check to be in the amount of \$1,000.00;
  - (5) A disclosure statement executed in the form included herein, pursuant to N.J.S.A. 52:25 24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43) [includes all forms of ownership];
  - (6) A copy of current business registration certificate issued by the New Jersey Department of the Treasury pursuant to section 1 of P.L. 2001, c.134, as amended by P.L. 2004, c.57 and P.L. 2009, c.315 (N.J.S.A. 52:32-44) for bidder;
  - (7) A certification on the form included herein, regarding investment activities in Iran and pursuant to P.L. 2012, c.25; and
  - (8) Qualifications Form, with list of References, executed in the form included herein.

All submittals shall be originals where required. No photocopied or faxed signatures will be accepted; all documents must be notarized when so required.

Documents may be referred to the Municipal Attorney for review and approval as to conformity with these instructions and with New Jersey law.

- D. **Conditional Bids.** Conditional bids shall not be accepted.
- E. **Names.** The firm, corporate or individual name of the bidder must be signed in the space provided for signatures on the proposal form. In the case of a corporation, the title of the officer signing must be stated, and the signature of said officer must be duly attested and the corporate seal affixed. In the case of partnership, each partner must sign, or the bid must be accompanied by original evidence of the authority of the bidding partner to act for the full partnership. A corporation not organized in the State of New Jersey must, as a condition to an award of the contract, furnish proof that it has qualified, under the laws of New Jersey, to do business in this State. In the case of a corporation, the name and address of the corporation's registered agent shall be included at the end of these Instructions.
- F. **Prices.** Prices must be submitted in words and in figures. In case of a variance or should there be an error, discrepancy or inconsistency in the figures, the unit prices as stated in the proposal shall govern. The Municipality reserves the right to make all corrections based upon the foregoing, and comparison of all bids will be based thereon.
- G. **Bid Delivery.** Bids must be submitted in person at the date and hour of the opening of bids. The Municipality assumes no responsibility for loss or non-delivery of any bids sent or delivered to it prior to the bid opening. Bids must be enclosed in a sealed opaque envelope with the name of the bidder and the name of the project marked on the outside as follows:

To: Kathleen Brzezynski, Municipal Clerk  
Municipality of Princeton  
400 Witherspoon Street  
Princeton, NJ 08540

Proposal for: **LICENSE TO OPERATE CANOE AND KAYAK RENTAL  
CONCESSION**

Submitted By: \_\_\_\_\_  
(Name of Bidder)

- H. **Bid Opening.** Submission and opening of bids.

Time: 2:00 PM  
Date: March 15, 2017

Place: Municipality of Princeton  
Clerk's Office  
400 Witherspoon Street  
Princeton, NJ 08540

- I. At the time fixed, bids will be opened and read publicly.
- J. **Proposal Guarantee; Return.** The proposal guarantee of all bidders except the apparent lowest responsive and responsible bidder, will be returned within 10 days after the opening of bids, Sundays and holidays excepted. The proposal guarantee of the remaining unsuccessful bidders, and of the successful bidder, will be returned within three days, Sundays and holidays excepted, after award of a contract.
- K. **Damages.** The proposal guarantee of the successful bidder shall be forfeited as liquidated damages if said bidder fails to execute the license agreement within 10 days, Sundays and holidays excepted, after notification of the award of the contract to him or her.
- L. **Rejection; Waiver; Award.** The Municipality reserves the right to reject any and all bids, to award in whole or in part, and to waive immaterial defect or informality in any bid, where it is deemed to be in the interest of the Municipality to do so.
- M. **Applicable Laws.** All bidders shall be required to comply with N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127) and N.J.A.C. 17:27-1.1 et seq., concerning affirmative action, and any amendment thereto, and shall also comply with the requirements contained in the "Affirmative Action/Employment Goal Compliance Requirements" attached to these Instructions. All bidders shall also be required to comply with the requirements of the Americans With Disabilities Act, 42 U.S.C. §12101 et seq. and with all applicable federal and state occupational safety and health legislation and regulations.
- N. **Investigation of Bidders.** The Municipality reserves the right to make such investigations as it deems necessary to determine the ability of a bidder to perform the work, and a bidder shall furnish to the Municipality all such information and data for this purpose as the Municipality may request. The Municipality reserves the right to reject any and all bids if the evidence submitted by or investigation of such bidder fails to satisfy the Municipality that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. All bidders must be duly and legally incorporated, organized or otherwise established and be in good standing to do business in the State of New Jersey.
- O. **Interpretation of Documents; Addenda.** All questions about the meaning or intent of the Bidding Document shall be submitted to the Clerk's Office **in writing**. Interpretations or clarifications considered necessary in response to such questions

will be issued by Addenda published no later than seven (7) days, Saturdays, Sundays or holidays excepted, prior to the date for acceptance of bids and mailed or delivered to all parties recorded as having received the Bidding Documents. Notice of Addenda shall be provided to any person who has submitted a bid or who has received a bid package in writing by certified mail or by certified facsimile transmission. Only questions answered by written Addenda will be binding. Questions received less than ten (10) days, Saturdays, Sundays or holidays excepted, prior to the scheduled date for the opening of Bids will not be answered. Oral and other interpretations or clarifications will be without legal effect.

- P. **Certificate of Business Registration with Department of Treasury.** P.L. 2004, c.57, as amended by P.L. 2009, c.315 (N.J.S.A. 52:32-44), requires the successful bidder to provide the Municipality with the business registration of the successful bidder and that of any named subcontractor prior to the time a contract is awarded. See Paragraph 9 below for additional information.

2. AWARD OF CONTRACT

- A. A license will be awarded to the highest responsive and responsible bidder whose bid complies with the specifications, provided that in the judgment of the Princeton Council, it is reasonable and consistent with the intent of these Contract Documents.
- B. The successful bidder shall be notified by a Notice of Award sent by the Municipality. Within 10 days after receipt of said Notice, the successful bidder shall execute and deliver to the Municipality the License Agreement, evidence of insurance, and any other documents required in these Instructions or Contract Documents. Failure to do so shall result in forfeiture of the security previously deposited with the bid. In addition, the Municipality may elect to recover from the successful bidder damages caused to it by such failure.

3. INDEMNITY

By submitting a bid, a bidder agrees that, if it is the successful bidder, it will indemnify and hold the Municipality of Princeton, and each of its officers, employees, consultants and agents, harmless from and against all liability and expenses, including attorneys' fees, howsoever arising or incurred, alleging damage to property or injury to or debt to any person arising out of or attributable to the bidder's performance or non-performance of the contract awarded, as more fully set forth in the Specifications.

4. INSURANCE

The successful bidder will be required to purchase and to maintain during the life of the contract liability insurance policies which name the Municipality of Princeton and each of its employees, officers, consultants and agents as an additional insured, and shall be required to provide evidence of insurance to the Municipality. Any such evidence of insurance shall provide that the Municipality shall be given 30 days prior written notice of

any change which affects the Municipality's interest in the policies. Details of the mandatory insurance requirements are set forth in the accompanying Specifications.

5. SITE INSPECTION BY BIDDERS

Prospective bidders shall inspect the site for the Canoe and Kayak Rental Concession located at the Turning Basin Park located on the eastern side of Alexander Street at the Delaware and Raritan Canal as identified on Exhibit A of the Specifications as well as the means of access to the site. Bidders shall make all necessary investigations in order to become thoroughly informed as to the character and the magnitude of all work involved in the complete execution of the license agreement, including facilities for delivery and handling of material, and conditions and difficulties that will be encountered in the performance of the work specified herein. Failure to inspect the site prior to bidding shall not absolve the bidder from any of the responsibility stated or implied in these specifications, and the submittal of a proposal by the bidder shall be interpreted to indicate an acceptance by the bidder of all conditions and requirements relating to the acceptance of the bid offered by the Municipality.

6. COOPERATION OF THE MUNICIPALITY OF PRINCETON

The Municipality will cooperate with the successful bidder where possible and practicable to expedite the prosecution of the services.

7. CONTRACT DOCUMENTS

The terms "Contract Documents" shall refer, collectively, to all of the covenants, terms and stipulations in these Instructions to Bidders, the Notice to Bidders, the Specifications, any Addenda, all portions of the bidding documents, all documents required to be submitted by bidders, the successful bidder's bid proposal documentation and the License Agreement itself.

8. MISINTERPRETATION OF CONTRACT DOCUMENTS

The successful bidder shall make no claim for additional payment or other concession because of any misinterpretation or misunderstanding of the Contract Documents on his part or because of any failure to fully acquaint himself with any condition or provision of the Contract Documents.

9. BUSINESS REGISTRATION AND SALES AND USE TAX REQUIREMENTS

A. As stated in Paragraph 1.P. above, P.L. 2004, c.57, as amended by P.L. 2009, c.315 (N.J.S.A. 52:32-44), requires the successful bidder to provide the Municipality with the business registration of the successful bidder and that of any named subcontractor prior to the time a contract is awarded. In addition:

1. A subcontractor named in the bid shall provide a copy of its business registration to the bidder who shall provide it to the Municipality as required above. No contract with a subcontractor shall be entered into by any

contractor under any contract with the Municipality unless the subcontractor first provides the successful bidder with proof of a valid business registration.

2. The Municipality will retain the proof of business registration in the file where documents relating to the contract are maintained.
  3. The successful bidder shall maintain and submit to the Municipality a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before termination of the license agreement.
- B. For the term of this contract, the successful bidder and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.
- C. In the event the successful bidder subcontracts any of its work, said bidder shall include within its subcontracts the requirement that, for the term of this contract, the subcontractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

Information on the law and its requirements is available by calling (609) 292-9292.

#### 10. POLITICAL CONTRIBUTIONS

The successful bidder is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c.271, §3) if the successful bidder receives contracts in excess of \$50,000 from public entities in a calendar year. It is the successful bidder'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](http://www.elec.state.nj.us).



**AFFIRMATIVE ACTION/ EQUAL EMPLOYMENT GOAL COMPLIANCE**  
**ATTACHMENT**  
**for**  
**PROCUREMENT AND SERVICE CONTRACTS**

Pursuant to N.J.A.C. 17:27-3.5 and 4.3, the Successful Bidder (also referred to as “Contractor”) shall submit to the Municipality (also referred to as “public agency” or “agency”), after notification of award but prior to execution of a goods and services contract with the Municipality, one of the following three documents:

- (1) Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program; or
- (2) A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
- (3) An employee information report (Form AA302), electronically provided by the Division and distributed to the Municipality, through the Division’s website, to be completed by the contractor, in accordance with N.J.A.C. 17:27-4. A contractor shall not be eligible to submit an employee information report unless the contractor certifies on the AA302 form that he or she has never before applied for a certificate of employee information report in accordance with rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time; and agrees to submit immediately to the Division a copy of the employee information report.

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

A. 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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that all 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 equal employment opportunity 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.

B. 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.

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

D. 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.

E. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

F. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, race, 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.

G. 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;

H. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, 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.

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

As required by N.J.S.A. 10:2-1 ("Discrimination in employment on public works; contract provisions; set-aside programs"), the contractor agrees as follows:

- A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- C. There may be deducted from the amount payable to the contractor by the Municipality, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- D. This contract may be canceled or terminated by the Municipality, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the Municipality of any prior violation of this section of the contract.

**MUNICIPALITY OF PRINCETON**  
**LICENSE TO OPERATE CANOE AND KAYAK RENTAL CONCESSION SPECIFICATIONS**

1. The location of the Canoe/Kayak Concession area to be licensed is within Turning Basin Park on the eastern side of Alexander Street at the Delaware and Raritan Canal as shown on Exhibit A, attached to these specifications.
2. No removal of trees or the disturbance or improvement of this area shall be permitted without the written approval of the Municipal Engineer.
3. The term of the License Agreement shall be from April 1, 2017 to October 31, 2018. Hours of operation shall be weekends and holidays from 10 AM to 8 PM and during the week from 11AM to 8PM between Memorial Day and Labor Day during each year of the term. Subject to the consent of both parties and compliance with the requirements of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., the term may be extended for up to two additional one-year terms (2019 and 2020).
4. Rental rates and schedule of charges shall be provided to the Municipality and included as Exhibit B in the License Agreement provided in these Contract Documents. The terms and conditions of the License Agreement are hereby incorporated into these specifications as if fully stated.
5. All prospective bidders shall familiarize themselves with the location of the Canoe/Kayak Concession area as well as all the terms and conditions of the License Agreement provided in these Contract Documents.
6. All prospective bidders shall have at least three (3) years of experience in the business of operating a canoe and kayak rental concession similar to the Turning Basin Park Rental Recreational Facility.

**MUNICIPALITY OF PRINCETON**  
**REQUIRED DOCUMENT CHECKLIST**

**In accordance with Paragraph 1C of the Instructions to Bidders, the following mandatory items must be submitted WITH EACH BID, along with this checklist, or the bid will be rejected. REFER TO THE INSTRUCTIONS TO BIDDERS FOR DETAILS.**

**BIDDERS MUST INITIAL EACH ITEM TO VERIFY INCLUSION OF REQUIRED DOCUMENTS.**

1. \_\_\_\_\_ This Required Document Checklist
2. \_\_\_\_\_ Bid Proposal Form, including Acknowledgement of Addenda
3. \_\_\_\_\_ Non-Collusion Affidavit
4. \_\_\_\_\_ Bid Security
5. \_\_\_\_\_ Statement of Ownership (Ownership Disclosure Certification)
6. \_\_\_\_\_ N.J. Business Registration Certificate
7. \_\_\_\_\_ Certification of Investment Activities in Iran (P.L. 2012, c.25)
8. \_\_\_\_\_ Qualification Form and List of References Statement, Including References

**MUNICIPALITY OF PRINCETON  
BID PROPOSAL FORM**

Date of Submission: \_\_\_\_\_  
Proposal From: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

Submitted to: Municipality of Princeton  
A Municipal Corporation in the State of New Jersey  
400 Witherspoon Street  
Princeton, New Jersey 08540

1. Pursuant to and in accordance to the advertisement for the following:

**LICENSE TO OPERATE CANOE AND KAYAK RENTAL CONCESSION**

2. The undersigned having carefully familiarized himself/herself with the scope of services and conditions affecting the cost of its performance, and having carefully examined and fully understood the Contract Documents prepared by the Municipality of Princeton, hereby affirms and proposes to enter into a contract to provide all supervision, labor, materials, equipment, transportation and all other expenses required to render services covered by the Contract Documents and for the consideration listed below.
3. The undersigned acknowledges that he/she has carefully examined the Instructions to Bidders, Specifications, and all Addenda acknowledged herein. Further, the undersigned has inspected the project site and fully understands the conditions affecting the services.
4. The bid price offered below shall be the total amount which the undersigned bidder is willing to pay to the Municipality for the use of the Canoe and Kayak Rental Recreation Facility area at Turning Basin Park for the 2017 and 2018 seasons, as set forth in more detail in the specifications.

**a. CANOE AND KAYAK RENTAL CONCESSION – TURNING BASIN PARK**

2017 Season Bid Amount (in figures): \$ \_\_\_\_\_

2018 Season Bid Amount (in figures): \$ \_\_\_\_\_

Total Bid Amount 2017 and 2018 seasons (in figures): \$ \_\_\_\_\_

Total Bid Amount 2017 and 2018 seasons (in words): \_\_\_\_\_

5. The undersigned hereby certifies that he/she has full authority to make the Proposal and does further declare that he or they are the only person or persons interested in this Proposal and has not entered into any collusion in preparing the Proposal.

6. The undersigned acknowledges the receipt of the following Addenda:

Addendum Number

Dated

Number ( )

\_\_\_\_\_

Number ( )

\_\_\_\_\_

Number ( )

\_\_\_\_\_

7. We the undersigned are created and existing under the laws of the State of \_\_\_\_\_, as a

[ ] Sole Proprietor

[ ] Partnership

[ ] Corporation

8. If bid is made by a firm or partnership not incorporated, it shall be signed in firm or partnership name and all members of the firm in their individual names.

\_\_\_\_\_  
Name of Owner or Partner

\_\_\_\_\_  
Signature of Owner or Partner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Date

9. If bid is made by a Corporation, the President or Vice President must sign, attested by the Secretary, and the Corporate Seal must be affixed.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Date

Seal

**MUNICIPALITY OF PRINCETON  
NON-COLLUSION AFFIDAVIT**

**RE: LICENSE TO OPERATE CANOE AND KAYAK RENTAL CONCESSION**

STATE OF NEW JERSEY

SS:

COUNTY OF MERCER

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_ the bidder  
making the Proposal for the above named services, and that I executed the said Proposal with 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 services; and that all statements contained in said Proposal  
and in this affidavit are true and correct, and made with full knowledge that the Municipality of  
Princeton relies upon the truth of the statements contained in said Proposal and in the statements  
contained in this affidavit in awarding the contract for the said license agreement.

Subscribed and sworn to me this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(also type or print name of affiant under signature)

My commission expires:

\_\_\_\_\_



**MUNICIPALITY OF PRINCETON**  
**FORM OF BID BOND**  
*(To accompany Bid Proposal)*

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned

\_\_\_\_\_  
(Name of Bidder)

as Principal; and \_\_\_\_\_

(Name of Surety)

as Surety, are hereby held and firmly bound unto the Municipality of Princeton, hereinafter referred to as the Owner, in the sum of: **One Thousand (\$1,000.00) Dollars**, for the payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

The conditions of the obligations are such that whereas the Principal has submitted to the Owner a certain bid, attached hereto and made a part hereof, to enter into a contract in writing for:

**LICENSE TO OPERATE CANOE AND KAYAK RENTAL CONCESSION**

NOW THEREFORE,

- (a) If said bid shall be rejected, or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form required in the Instructions to Bidders (all properly completed in accordance with said bid) within 10 days after the Owner has notified the Principal of the acceptance of his bid, and shall in other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void; otherwise, the same shall remain in force and effect; it being expressly understood and agreed that the liability of surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

The surety, for the value received, hereby stipulates and agrees that its obligations shall in no way be impaired or affected by an extension of time within which the Owner may accept the bid of the Principal; and said surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

\_\_\_\_\_  
Name of Bidder

ATTEST:

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

\_\_\_\_\_  
As to Principal (Secretary  
Of Corporation)

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

SEAL

\_\_\_\_\_  
Title

\_\_\_\_\_  
As to Surety

\_\_\_\_\_  
Surety

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

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

\_\_\_\_\_  
Title

(To be accompanied by the usual proof of authority of officers Surety Company to execute the same)

**MUNICIPALITY OF PRINCETON  
STATEMENT OF OWNERSHIP  
(OWNERSHIP DISCLOSURE CERTIFICATION)**

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 Included with  
All Bid and Proposal Submissions**

**Name of Business:** \_\_\_\_\_

**Address of Business:** \_\_\_\_\_

**Name of person completing this form:** \_\_\_\_\_

**N.J.S.A. 52:25-24.2:**

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth 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.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. 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 in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

**Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal**

**Part I**

**Check the box that represents the type of business organization:**

- ☐ Sole Proprietorship (skip Parts II and III, sign and notarize at the end)  
☐ Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)  
☐ Partnership   ☐ Limited Partnership   ☐ Limited Liability Partnership  
☐ Limited Liability Company  
☐ For-profit Corporation (including Subchapters C and S or Professional Corporation)  
☐ Other (be specific): \_\_\_\_\_

**Part II**

- ☐ I certify that 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.

**OR**

- ☐ I certify that 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 that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

**Sign and notarize the form below, and, if necessary, complete the list below. (Please attach additional sheets if more space is needed):**

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

**Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:**

“To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the

websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.”

- ☐ Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

**OR**

- ☐ Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

\_\_\_\_\_  
\_\_\_\_\_

**AND**

- ☐ Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of  
\_\_\_\_\_, 2 \_\_\_\_\_.

(Notary Public)

My Commission expires:

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

**MUNICIPALITY OF PRINCETON  
CERTIFICATION OF INVESTMENT ACTIVITIES IN IRAN  
PURSUANT TO P.L. 2012, c.25**

STATE OF \_\_\_\_\_

ss:

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

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

I am authorized to execute this certification on behalf of the bidder/vendor submitting  
this proposal.

Pursuant to N.J.S.A. 40A:11-2.1, the undersigned hereby certifies, under the penalty of  
perjury, that neither the undersigned, nor any of its subsidiaries, parent companies or affiliates,  
as defined by N.J.S.A. 52:32-56e., is identified on the list created and maintained by the New  
Jersey Department of the Treasury, pursuant to N.J.S.A. 52:32-57b., as a person or entity  
engaging in investment activities in Iran as described in N.J.S.A. 52:32-56f. I understand that the  
list is maintained by the Department of the Treasury, and currently available at  
<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

In the event the undersigned is unable to make the above certification because one of its  
subsidiaries, parent companies or affiliates has engaged in one or more of the activities specified  
in N.J.S.A. 52:32-56f., the undersigned shall provide to this municipality, prior to the deadline for  
delivery of such certification, a detailed and precise description of such activities, such  
description to be provided under penalty of perjury.

\_\_\_\_\_  
(Also type or print name of affiant under  
signature)

Subscribed and sworn to

before me this \_\_\_\_\_ day of

\_\_\_\_\_, 2017.

**MUNICIPALITY OF PRINCETON**  
**QUALIFICATION FORM AND LIST OF REFERENCES**  
*(To accompany Bid Proposal)*

**LICENSE TO OPERATE CANOE AND KAYAK RENTAL CONCESSION**

Name of Bidder \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Date \_\_\_\_\_

1. List the similar agreements which your organization has completed within the last three (3) years. List contracts separately and give details here, including location, owner, length of term and owner's contact person and information. Attach additional pages as necessary.

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2. Has your organization ever received a Non Compliance Violation Notice from the New Jersey Affirmative Action Office? \_\_\_\_\_ If so, provide details. \_\_\_\_\_

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3. Provide a list of at least three (3) references for similar services or license agreements, including the contact person, affiliation, address and telephone number where person can be reached.

**BIDDER'S REFERENCES**

<b>Name of Contact Person</b>	<b>Affiliation to Bidder</b>	<b>Address &amp; Telephone #</b>
-------------------------------	------------------------------	----------------------------------

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_



**MUNICIPALITY OF PRINCETON**  
**LICENSE AGREEMENT FOR CANOE AND KAYAK CONCESSION 2017**

THIS AGREEMENT ("Agreement" or "License Agreement"), made on the \_\_\_\_ day of 2017, between Princeton, a municipal corporation in the State of New Jersey, 400 Witherspoon Street, Princeton. New Jersey 08540, (hereinafter referred to as "**PRINCETON**") and \_\_\_\_\_ (Federal Identification # \_\_\_\_\_), (hereinafter designated as **CONCESSIONAIRE**).

In connection with the **CONCESSIONAIRE'S** bid proposal, dated \_\_\_\_\_, 2017, and the **PRINCETON'S** notice of award of same, dated \_\_\_\_\_, 2017, **PRINCETON** and **CONCESSIONAIRE** hereby agree as follows:

1. Scope of Services

The **CONCESSIONAIRE** hereby agrees to furnish services as specified in the Contract Documents in accordance with the terms of **CONCESSIONAIRE'S** bid proposal, and as set forth in detail below. The **CONCESSIONAIRE** also agrees to comply with the terms and conditions set forth in the Contract Documents. The **CONCESSIONAIRE** shall be permitted to use the Canoe and Kayak Concession area shown on Exhibit A.

2. Contract Sum

Based upon the price set forth in the bid proposal, the **CONCESSIONAIRE** shall pay to **PRINCETON** the amount of \_\_\_\_\_ for 2017 and \_\_\_\_\_ for 2018.

3. Contract Documents

The Contract Documents as defined in the Instructions to Bidders are incorporated herein and made a part hereof by reference.

4. Affirmative Action Regulations

The **CONCESSIONAIRE** specifically agrees to comply with the affirmative action requirements set forth in the Instructions to Bidders, which requirements are incorporated herein and made a part hereof by reference.

5. Hold Harmless and Indemnification.

The **CONCESSIONAIRE** shall defend, indemnify and hold harmless **PRINCETON** and each of its officers, employees, agents and consultants, from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with the **CONCESSIONAIRE'S** acts or omissions, or those of its officers, employees, agents, consultants or subcontractors, in connection with the License Agreement.

6. This Agreement shall not be assigned, transferred, conveyed or otherwise disposed of by the **CONCESSIONAIRE**.
7. **PRINCETON** hereby grants to the **CONCESSIONAIRE** the exclusive right, license and privilege of renting canoes and kayaks on an hourly and daily basis within the **PRINCETON** Turning Basin Park for the term set forth herein and on the terms and conditions set forth herein.
8. The term of this Agreement shall be for the 2017 and 2018 season commencing April 1, 2017, and terminating October 31, 2018. Subject to the consent of both parties and compliance with the requirements of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., the parties may extend the Agreement for up to two one-year terms (2019 and 2020).
9. The **CONCESSIONAIRE** will pay to **PRINCETON** as consideration for the Concession, license and privileges granted herein a fee of \_\_\_\_\_ dollars payable in three (3) equal installments per year, as follows: \_\_\_\_\_ on June 1, 2017, \_\_\_\_\_ on July 1, 2017, \_\_\_\_\_ on August 1, 2017, \_\_\_\_\_ on June 1, 2018, \_\_\_\_\_ on July 1, 2018, and \_\_\_\_\_ on August 1, 2018. Payment shall be made in the Office of the Princeton Engineer by check payable to **PRINCETON**. Failure to pay the compensation within 15 days after the respective due dates shall, in the discretion of **PRINCETON**, constitute grounds for termination of this Agreement. All past due payments shall be assessed a monthly penalty of 1½% of the total amount due calculated to the 15th of each month. Additionally, the **CONCESSIONAIRE** shall pay for all utilities utilized, including, but not limited to, telephone, electric and water, associated with the **CONCESSIONAIRE**'s use of the Turning Basin Park facilities during the term of this Agreement.
10. The **CONCESSIONAIRE** shall operate the canoe/kayak recreation services from daylight until one-half hour after sunset. The **CONCESSIONAIRE** shall operate the canoe/kayak rental concession during the hours of operation set forth on Exhibit B attached. Additional openings shall be permitted during weekdays should the demand for the canoe/kayak services provide or warrant same at the discretion of the Princeton Engineer.
11. **CONCESSIONAIRE** must provide canoes/kayaks in sufficient quantities to meet reasonably anticipated public demand. **PRINCETON** reserves the right at any time, however, to limit the number of canoes/kayaks offered for public rental. **CONCESSIONAIRE** must provide U.S. Coast Guard approved personal flotation devices (PFD's) for all occupants of rental canoes/kayaks, as well as all other equipment and devices as may be required by the U.S. Coast guard. It is understood that all equipment that is to be rented or provided by **CONCESSIONAIRE** under this Agreement shall first be approved by **PRINCETON** prior to usage. All rental canoes/kayaks must be marked and clearly identifiable. **CONCESSIONAIRE** must provide the necessary personnel and equipment to be able to respond to situations involving rented canoes/kayaks to include but not be limited to capsized canoes/kayaks, disabled canoes/kayaks, retrieval of rental canoes/kayaks during all hours of operation.
12. The schedule of charges as set forth on Exhibit B attached are hereby acknowledged and approved by **PRINCETON**. All canoe/kayak rental fees and related prices must be prominently displayed and properly sized to be easily read by patrons at all times. Rental signing shall

indicate the rates to be charged daily, hourly and by the half-hour if the **CONCESSIONAIRE** elects to rent on half-hour intervals. Personal flotation devices shall be supplied to all occupants of a rented vessel free of charge.

13. **CONCESSIONAIRE'S** policy concerning paying in advance and deposits required shall be submitted, in writing, to **PRINCETON** prior to commencement of operation. As approved, said policy shall be attached and made a part of this Agreement. Said policy shall not be changed without first obtaining the written approval of **PRINCETON**.
14. There shall be a minimum rental of either one-half hour or one hour established in the discretion of the **CONCESSIONAIRE**. A "no refund" policy shall be adopted and strictly adhered to by the **CONCESSIONAIRE**. Conspicuous professional signing must be prominently displayed advising the public of this "no refund" policy. The **CONCESSIONAIRE**, however, may utilize discretion in judgment and grant monetary refunds as circumstances warrant, such as permittee illness, etc. It is understood that if water bodies are closed to public use, refunds shall be granted for the unused rental period. All refund transactions shall be noted on all copies of the serially numbered ticket/receipt involved.
15. **CONCESSIONAIRE** shall issue serially numbered tickets/receipts for each rental transaction. A ticket/receipt shall be issued to the rental patron and a copy retained for the **CONCESSIONAIRE'S** records.
16. **CONCESSIONAIRE** shall maintain complete, accurate and detailed accounting records of all transactions pertaining to the concession operation in accordance with current business accounting standards and shall make such records available to any authorized representative of **PRINCETON** upon request as often as it is deemed necessary by **PRINCETON**.
17. **CONCESSIONAIRE** shall, on or before the 15th of each month, submit "Monthly Concession Reports" to **PRINCETON**. The report shall include a statement of gross receipts, exclusive of New Jersey Sales Tax, realized by the **CONCESSIONAIRE** from the operation of the concession during the previous month and any other related operation approved by **PRINCETON**.
18. **CONCESSIONAIRE** shall at all times keep the premises covered by this Agreement in a neat, orderly and safe condition, and will at **CONCESSIONAIRE's** own expense make such arrangements as may be necessary to remove or dispose of all garbage, rubbish, or other waste accumulated on the premises. **CONCESSIONAIRE** shall provide such additional trash containers as **PRINCETON** determines are required to keep the immediate boat rental area clean at all times. This area includes the water surface area and along the water's edge. The type of trash container must be approved by **PRINCETON**. **CONCESSIONAIRE** shall clean up and remove all rubbish, equipment, pick-up truck, etc., left on site by prior concessionaire by on or before April 1, 2017.
19. **PRINCETON** reserves the right to have **CONCESSIONAIRE** cease operations at the herein-described concession area if, in the opinion of **PRINCETON**, the canal level reaches an elevation which is considered unsafe for boating and/or fishing. **PRINCETON** shall not be

responsible for, or guarantee, the water level of the Turning Basin during the term of this Agreement.

20. **PRINCETON** shall not be responsible for lost revenue in the operation of concession during any period of temporary suspension of operations due to the conditions set forth in paragraph 19 immediately above, or due to any necessary construction activity by **PRINCETON** at the Turning Basin Park or on Alexander Street.
21. The dock used for concession purposes shall not exceed ten (10) feet in width and ten (10) feet in length.
22. **CONCESSIONAIRE** shall be responsible for payment of all utility charges related to the concession operation during the term of this Agreement. These charges shall include but not be limited to telephone, electric and water. **PRINCETON** will attempt to have the **CONCESSIONAIRE** billed directly for these charges. If billings are sent to **PRINCETON** for these charges, **PRINCETON** will submit to the **CONCESSIONAIRE** the bills and the **CONCESSIONAIRE** shall pay them directly to the appropriate utility within ten (10) days of receipt of a copy of the bills. If said bills are not paid as provided for herein, **PRINCETON** may immediately terminate this Agreement.
23. All taxes and assessments, if any, arising out of the use and occupancy of the premises hereunder and the conduct of the concession hereunder, shall be paid by **CONCESSIONAIRE**.
24. **CONCESSIONAIRE** shall comply with and obey rules and regulations promulgated by the Federal, State and Municipal Authorities applicable to the use of the Turning Basin Park and the Delaware and Raritan Canal.
25. **CONCESSIONAIRE** shall preserve and maintain in good clean condition, reasonable wear and tear excepted, all structures and equipment, now installed or which shall hereafter be installed or located in the concession area. **CONCESSIONAIRE** shall, at his sole cost and expense, make any necessary dock repairs and/or additions to maintain the concession premises in a safe condition for public use.
26. **CONCESSIONAIRE** shall repair any damage caused by negligence of **CONCESSIONAIRE**, its employees or agents, to the premises granted herein. In the event that **CONCESSIONAIRE** fails to so repair after written demand by **PRINCETON**, **PRINCETON** may, at its option, elect to make said repairs and the cost thereof shall be paid by **CONCESSIONAIRE** to **PRINCETON** within fifteen (15) days after demand therefor. Failure to make such payment shall be considered a material breach of this Agreement, and cause termination hereof within the discretion of **PRINCETON**.
27. **CONCESSIONAIRE** shall not advertise in any manner or form on or about the premises building or spaces granted to it, except by means of such signs or forms of advertising as first shall be approved by **PRINCETON**. All signs to be erected at the premises shall be approved by **PRINCETON** as to size and location.

28. **CONCESSIONAIRE** shall not erect structures, buildings or additions to the concession facilities without first obtaining the written approval of **PRINCETON**. **CONCESSIONAIRE** shall not sell Christmas trees from the site.
29. **CONCESSIONAIRE**'s status shall be that of an independent contractor and not as agent or employee of **PRINCETON**. **CONCESSIONAIRE** agrees not to enter into any Agreement or commitment on behalf of **PRINCETON**.
30. **CONCESSIONAIRE**, for itself and each of its officers, employees, agents, consultants and subcontractors, agrees to indemnify, protect and hold harmless **PRINCETON** and each of its officers, agents, employees and consultants, and hereby releases **PRINCETON** and each and every of its officers, agents, employees and consultants from any and all liability, claims and costs which may in any manner arise out of, be occasioned by or result from the use or occupancy of the premises including any docks or other walkways, by **CONCESSIONAIRE**, its officers, employees, agents, consultants, subcontractors or invitees, express or implied.
31. Certificate(s) of insurance evidencing **CONCESSIONAIRE**'s compliance with the following minimum insurance requirements:
- (1) **CONCESSIONAIRE** shall be required to maintain, during the term of its license, commercial general liability insurance which shall name **PRINCETON**, and each of its employees, officers, agents and consultants, as additional insured.
  - (2) The commercial liability insurance shall include contractual liability insurance and shall provide for a minimum combined single limit of one million (\$1,000,000) dollars for bodily injury and/or property damage per accident and per occurrence.
  - (3) **CONCESSIONAIRE** shall maintain worker's compensation and employer's liability insurance in accordance with the requirements of the laws of the state of New Jersey and all other applicable laws and regulations.
  - (4) **CONCESSIONAIRE** shall maintain comprehensive automobile liability insurance covering **CONCESSIONAIRE** for claims arising from all owned, hired and non-owned vehicles with a combined single limit not less than \$1,000,000 for bodily injury and/or property damage each accident.
  - (5) **CONCESSIONAIRE**'s certificate(s) of insurance shall evidence the coverage required above, and shall be updated as necessary to ensure proof of compliance. The certificate(s) shall evidence that **PRINCETON** shall be given at least thirty (30) days' prior written notice of any intention not to renew any of the insurance required herein or of any intention to cancel or materially change such coverage, or any reduction in such insurance coverage.
32. In the event of damage or destruction to the premises which are the subject matter of this Agreement, in whole or in part, by fire, explosion, the elements or otherwise during the term of this Agreement, **PRINCETON** may, in its discretion, declare this Agreement null and void from the date of such damage and destruction or cause such damage and destruction to be repaired. **PRINCETON** shall not be liable to **CONCESSIONAIRE** for any loss occasioned by the damage or destruction of the premises.
33. **CONCESSIONAIRE** shall not use or permit the storage of any flammable substances such as illuminating oils, candles, oil lamps, turpentine, benzene, naphtha or any similar substance

prohibited in standard policies of fire insurance companies in the State of New Jersey in any building or structure on the premises.

34. **CONCESSIONAIRE** shall not permit any intoxicated person to remain on the premises.

35. This Agreement shall not be assigned without the prior written approval of **PRINCETON**.

36. If at any time during the term of this Agreement, **CONCESSIONAIRE** shall make any assignment for the benefit of creditors, or be decreed insolvent or bankrupt according to law, or if a receiver shall be appointed for the **CONCESSIONAIRE**, then **PRINCETON** may terminate this Agreement by notice served upon the assignee, receiver, trustee or other person in charge, but such termination shall not release or discharge any payment hereunder to **PRINCETON**.

37. This concession Agreement shall not be construed as to affect the privileges accorded to the public's use of the area or to restrain or prevent individuals or groups from bringing their own bait and fishing tackle into the Turning Basin Park and using the area for the launching of private boats.

38. **CONCESSIONAIRE** shall procure, at its own cost and expense, all permits or licenses necessary for lawful operation of this concession.

39. **CONCESSIONAIRE** shall exercise direct and personal supervision of this concession and shall make the herein-described facility available for inspection at any time by any authorized representative of **PRINCETON** to assure compliance with the terms and conditions of this Agreement. Failure to exercise such supervision and/or the existence of any condition at the facility or in the operation of the concession which **PRINCETON** determines to be in violation of the terms and conditions of this Agreement shall be considered to be a material breach, in which event **PRINCETON** may terminate this Agreement by written notice. Upon receipt of a written notice of termination for violation, **CONCESSIONAIRE** shall have such period of time as provided therein to cure such violation. If such violation is not cured within the above-designated period, termination shall, in the discretion of **PRINCETON**, be effective at conclusion of the prescribed period. In the event of such termination, **PRINCETON** may at once re-enter and remove any and all persons occupying the premises. If **CONCESSIONAIRE** fails to remove any property lawfully belonging to and removable by **CONCESSIONAIRE** upon any notice of termination hereof, or before the stated termination of this Agreement, **PRINCETON** may appropriate same to its own use without allowing any compensation therefor, or may remove same at the expense of **CONCESSIONAIRE**. In the event that **PRINCETON** removes any such personal property, **CONCESSIONAIRE** hereby covenants to pay any and all damages which may be caused to the property of **PRINCETON** by this removal.

40. Upon expiration of or termination of this Agreement, **CONCESSIONAIRE** shall deliver up peaceable possession of the concession premises and equipment to **PRINCETON** in as good and clean condition as the premises and equipment were delivered at commencement of this Agreement, reasonable wear and tear excepted. In the event that the concession premises and equipment are not turned over to **PRINCETON** in as good condition as the premises and

equipment to such condition and the cost thereof shall be paid by **CONCESSIONAIRE** to **PRINCETON** within fifteen (15) days after demand therefor.

41. This Agreement may be modified, cancelled, renewed, or extended by Agreement in writing, executed by the parties hereto upon such terms and conditions which may be mutually agreed upon between **PRINCETON** and **CONCESSIONAIRE**. But no such modification, cancellation, renewal or extension shall be effective until so executed or approved.

42. The parties hereto agree that all notices which may be required under this Agreement shall be forwarded by certified mail, return receipt requested, postage prepaid and addressed as follows:

TO **PRINCETON**:

Municipal Engineer  
400 Witherspoon Street  
Princeton, New Jersey 08540

TO **CONCESSIONAIRE**:

43. **CONCESSIONAIRE** covenants that the decision of **PRINCETON** relative to the performance of the terms of this Agreement shall be final and conclusive.

44. If **PRINCETON** permits **CONCESSIONAIRE** to remain in possession of the concession premises after expiration of this Agreement without having executed a new written agreement with **PRINCETON**, then **CONCESSIONAIRE** shall occupy the premises subject to all the terms, covenants and conditions contained in this Agreement. Such holding over by **CONCESSIONAIRE** shall not constitute a renewal or extension of this Agreement. **PRINCETON** may, at its option, elect to treat **CONCESSIONAIRE** as one who has not removed at the end of its term and thereupon be entitled to all remedies against **CONCESSIONAIRE** provided by law. Any waiver by **PRINCETON** of any covenant herein shall not be deemed a waiver of a breach of covenant subsequently occurring.

45. **CONCESSIONAIRE** shall be permitted to sell soda and other soft drinks on the premises either from coolers or the **CONCESSIONAIRE**'s refrigerator. If a refrigerator is brought to the premises and utilized, it shall be the responsibility of the **CONCESSIONAIRE** to secure and lock same and maintain it. No alcoholic beverages whatsoever shall be sold.

46. Each day that the **CONCESSIONAIRE** operates the canoe/kayak rental facility, the **CONCESSIONAIRE** agrees to unlock and open both the gates adjacent to the Turning Basin Park and the gates on the westerly side of Alexander Road to the parking area associated with the Turning Basin Park. **PRINCETON** shall provide to the **CONCESSIONAIRE** keys for said gates. At the termination of each rental season, the keys shall be returned by the **CONCESSIONAIRE** to **PRINCETON**.

47. **CONCESSIONAIRE** shall be solely responsible for collecting and remitting to the State of New Jersey all applicable State sales taxes.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals, the day and date first written above.

**ATTEST:**

**PRINCETON, a municipal corporation of the State  
of New Jersey**

\_\_\_\_\_  
Kathleen Brzezynski, Clerk

By: \_\_\_\_\_  
Liz Lempert, Mayor

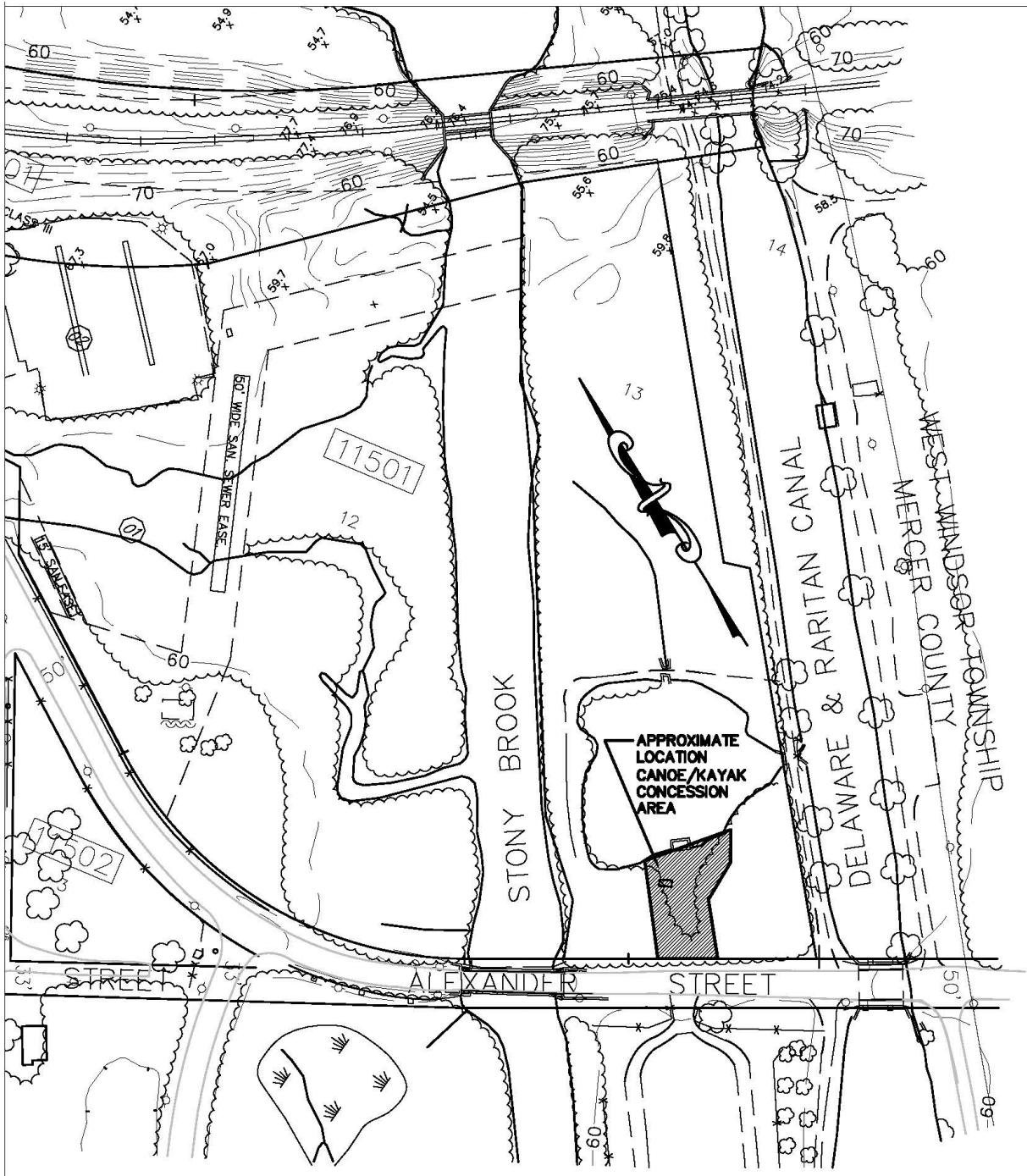
**WITNESS:**

\_\_\_\_\_  
  
\_\_\_\_\_

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



**EXHIBIT A**  
**CANOE AND KAYAK CONCESSION LOCATION MAP**



**EXHIBIT B**  
**HOURS OF OPERATION AND RENTAL RATES / SCHEDULE OF CHARGES**