

PROJECT MANUAL

for

LEASE OF REAL PROPERTY

AT “N” STREET BATHHOUSE BUILDING GARAGE UNIT # 2 FOR STORAGE

Borough of Seaside Park, Ocean County, N.J.

April 3, 2024 10:00A.M.



Borough of Seaside Park, New Jersey
The Family Resort

Borough of Seaside Park

1701 North Ocean Avenue

Seaside Park, NJ 08752

**Honorable John A. Peterson Jr., Mayor,
Martin Wilk, Jr., Council President
Gina Condos, Council person
William Kraft, Council person
Joe Connor, Council person
Ray Amabile, Council person
Jerry Rotonda, Council person
Jenna Jankowski, Borough Clerk
Karen Kroon, Administrator**

Borough of Seaside Park

Bid for Lease of Real Property

Notice is hereby given by the Borough of Seaside Park that a bid for lease of Building Garage Unit #2 Storage and for Beach Vending of Ice Cream and Water, in accord with N.J.S.A. 40A:12-4(a) will be received and read in the Community Room at Borough Hall, located at 1701 N Ocean Avenue, Seaside Park, NJ by the Borough on **April 3, 2024 at 10:00 A.M.**

LEASES FOR USE OF STORAGE SPACE AND BEACH VENDING OF ICE CREAM AND WATER WITHIN THE "N" STREET BATHHOUSE BUILDING GARAGE UNIT # 2

NOTE:

Any bid document received after the deadline established by the Department of Purchasing will not be accepted.

Bid proposals must be accompanied by a certified check, cashier's check, or bid bond in the amount of ten per centum (10%) of the total amount of the bid, but not in excess of twenty thousand (\$20,000) dollars and made payable to the Borough of Seaside Park. The bid guarantee may also be provided in certified check and cashier's check in accord with provisions within general requirements of this bid.

The minimum rent required for this bid shall be \$29,503.32 year 1, the Borough reserves the right to reject all bids not meeting the minimum bid.

Bidders must comply with the requirements of N.J.S.A. 10:5-31 et seq., and N.J.A.C. 17:27 et. Seq.,

This procurement has been advertised in accordance with the "Fair and Open Basis" and nothing further shall be required under the Pay-to-Play Legislation (N.J.S.A. 19:44A-20.5).

Date: March 11, 2024

Jenna Jankowski
Municipal Clerk
Borough of Seaside Park

Administrative Documents

Required With Bid if "X"	DOCUMENTATION REQUIRED OR REVIEWED	Read, Signed & Submitted Bidder's Initial
A.	FAILURE TO SUBMIT ANY OF THE ITEMS WITH YOUR BID IN SECTION A. IS <u>MANDATORY</u> CAUSE FOR REJECTION OF BID	
X	Bid Guarantee (Bid Bond or Certified/Cashier's Check) (with POA for full amount of Bid Bond)	
	Consent of Surety (Certificate from Surety company)	
	Performance Bond and Labor and Material Payment Bond (Required from the Awarded Contractor)	
	Maintenance Bond in the Amount of 100 % for a period indicated in "General Conditions" Required from the Awarded Contractor Upon Acceptance of Project	
	Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued)	
X	Statement of Ownership Disclosure Form	
	Declaration of Sub Contractors	
B.	MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED	
X	Disclosure of Investment Activities in Iran Form	
	Public Works Contractor Registration Certificate(s) for the Bidder and all Sub Contractors (Prior to Award, but effective at time of bid)	
X	Required Evidence EEO/Affirmative Action Regulations	
X	Business Registration Certificate – Bidder and all Sub Contractors (Prior to Contract Award)	
C.	SUBMIT THE FOLLOWING/COMPLY WITH THE FOLLOWING	
X	Non-Collusion Affidavit	
X	Experience and Qualifications	
X	Insurance and Indemnification Certificate	
	Certification of Available Equipment	
X	CERTIFICATION OF ETHICS COMPLAINT DISCLOSURE FORM	
D.	READ ONLY	
X	Americans With Disability Act of 1990 Language	
	Pay to Play Advisory (P.L. 2005, Chapter 271, Section 3 Reporting)	

This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specifications requirements and does not relieve the bidder of the need to read and comply with the specifications.

Administrative Documents

Bidder Name: _____ Date: _____

Authorized Representative: _____

Signature: _____

Print Name & Title: _____

BOROUGH OF SEASIDE PARK

**LEASES FOR USE OF STORAGE SPACE
WITHIN THE "N" STREET BATHHOUSE
BUILDING GARAGE UNIT #2 STORAGE ONLY
AND LEASE FOR BEACH VENDING OF ICE
CREAM AND WATER**

BID FORM

Name of Bidder: _____

Federal I.D. # _____

Address: _____

Telephone No.: (____) _____ Fax No.: (____) _____

Contact Person: _____

E-Mail Address: _____

Website Address: _____

[Note: Bidders may attach additional sheets or documentation to this Bid Form in order to provide supplemental information or materials for consideration by the Borough, where necessary.]

- I. **Bid Amount.** Enter annual bid amount for each listed space, for the first year of the lease term.

SPACE:	Minimum Bid (Per Year)	Bid Amount (1 st Year)*
Unit 2 within the Garage	\$29,503.32	

*The bidder's bid amount for the first year shall be subject to an annual increase during the 3-year term of the Lease Agreement in the amount of 3% per year. **Payments will be one-third of total due on June 1, July 1 and August 1 of each lease year.**

- II. **Goods/Services.** The undersigned proposes to furnish and deliver the following goods/services pursuant to the bid specifications:

III. Prior experience and qualifications of the bidder in providing the same or similar goods/services, either in Seaside Park or elsewhere:

IV. Additional Information:

Please provide the following additional information:

1. Ownership (list parent company and/or bidder subsidiaries and affiliates; if sole prop. or partnership, list name and home address of sole prop. or general partners):

Federal Tax Number: _____ NJ Tax Number: _____

2. Total Company employees at current: _____

3. Total number of employees to be utilized in connection with the provision of the within goods/services: _____

4. How long has the bidder been in business? _____

5. For additional information or questions, the Borough should contact:

Name: _____

Title: _____

Telephone (Day): _____

Email: _____

The bidder hereby certifies to the truth of all information contained in the within bid (as may be supplemented with attachments). The bidder is aware that the bidder is subject to disqualification for any misrepresentations made in this bid.

Signature of Bidder's Authorized Representative

Print Name of Authorized Representative

Title

Date

**LEASES FOR USE OF STORAGE SPACE
WITHIN THE “N” STREET BATHHOUSE
BUILDING GARAGE UNIT #2 STORAGE ONLY
AND LEASE FOR BEACH VENDING OF ICE
CREAM AND WATER**

1.0 SCOPE

- 1.1** The Mayor and Council of the Borough of Seaside Park desire to solicit competitive bids through a publicly advertised bidding process for the renting of storage space located within certain Borough-owned real property known as the “N” Street Bathhouse Building Garage (the “Garage”) located between the Boardwalk and Ocean Avenue and between “O” Street to the north and “N” Street to the South (referenced as the “property”).
- 1.2** Award shall be made to the highest bidder by sealed bids, in accordance with N.J.S.A. 40A:12-14(a).
- 1.3** The within solicitation for competitive bids has previously been authorized by Resolution of the Seaside Park Mayor and Council.

2.0 LENGTH AND PURPOSE

- 2.1** In particular, the Borough intends to award a lease to one bidder for the use of certain Borough owned spaces for a three (3) year period of time for storage space. The area, for this specification, is defined as “Unit 2.”
- 2.2** The rent for the second and third years of the proposed lease term, per space, shall escalate by a minimum of three (3%) percent per year thereafter.

<u>Bathhouse Building Garage Unit 2</u>		
	<u>Minimum Percent increase</u>	<u>Minimum Bid</u>
<u>Year 1</u>	0%	\$29,503.32
<u>Year 2</u>	3%	\$30,388.42
<u>Year 3</u>	3%	\$31,300.07

3.0 REQUIREMENTS

- 3.1** Bid for lease of property in accord with N.J.S.A. 40A:11-23 will be received and read in the Community Room of Borough Hall, 1701 N Ocean Ave, Seaside Park, NJ 08752 by the Borough on April 3, 2024 at 10:00 A.M.
- 3.2** The annual rental price(s) offered by all bidders must be equal to or in excess of the minimum amount(s) referenced above, per year.
- 3.2.1 As per N.J.S.A 40A:12-14(a) the Borough of seaside Park reserves the right to reject all bids not meeting the minimum rental as established.
- 3.3** The length of each lease shall be for a fixed term of a three (3) year period. All leases shall commence on or about May 15 and ending September 15 unless, following the award of the bid, the parties shall agree otherwise. The dates may change dependent on the calendar and season. All date changes shall be memorialized by Resolution of the governing body as an amendment to the lease agreement.
- 3.4** Bidders may only submit one sealed bid.
- 3.5** All bidders must be involved in a business which provides for the sale of goods and services to members of the public. The proposed business associated with each bid must be described as specifically as possible on the “Bid Form” to be included with each bidder’s response package.
- 3.6** The hours of operation are seven (7) days a week from 10:00 AM to 5:00 PM.
- 3.7** All spaces are offered in their “as is” condition. Successful lessee(s) shall assume all responsibility for expenses associated with any improvements which are necessary to adapt the space(s) to their intended use(s) and proposed operation(s) and shall be responsible for any and all necessary repairs and maintenance during the lease term.
- 3.8** All design specifications for improvements must be approved by the Borough prior to the commencement of any construction or prior to making application for necessary permits.
- 3.9** All work performed must be completed in a timely and professional manner in compliance with State and local building codes. Only licensed plumbing and electrical

contractors shall be permitted to perform work on systems being adapted for the operation(s) of the lessee(s). Alterations to the individual spaces shall be compatible with the design of the building's interior, construction and color. Exterior alterations are not permitted. All lessees shall obtain prior approval(s) from the Borough before any improvement work is performed to their individual spaces.

- 3.10** Any prospective bidders desiring to inspect the spaces should contact the Borough Administrator Karen Kroon, at the telephone number and/or e-mail address set forth in Paragraph 16 below, in order to make appropriate arrangements. An on-site inspection is recommended prior to bid submission.

4.0 BID GUARANTEE

- 4.1** Bid proposals must be accompanied by a certified check, cashier's check, or bid bond in the amount of ten per centum (10%) of the total amount of the bid, but not in excess of twenty thousand (\$20,000) dollars and made payable to the Borough of Seaside Park.
- 4.2** Bidder shall submit a copy of the bid guarantee with electronic submittal and **mail PRIOR to bid opening the original to the Municipal Clerks office 1701 N Ocean Ave, Seaside Park, NJ 08752.**
- 4.3** The bid guarantee may also be provided in certified check and cashier's check in accord with provisions within general requirements of this bid.
- 4.4** The bid security of all unsuccessful bidder(s) shall be returned immediately after the award of a lease(s). Once a contract is awarded, the successful bidder(s) shall deposit one month's rent as a security deposit for the lease(s).

5.0 REJECTION OF BIDS

- 5.1** The Borough reserves the right to reject any or all bids, at the Borough's sole discretion, following the receipt and opening of the bids in accord with N.J.S.A 40A:12-14.
- 5.2** If for any reason the Borough rejects any or all bids, or if the Borough is restricted from entering into a Lease Agreement for any reason, the Borough's liability shall be limited to the return of the guarantee submitted by the bidder(s). The Borough shall not be responsible for any additional expenses incurred by potential lessee(s), directly or indirectly, as a result of submitting a bid(s) and/or engaging in negotiations with the Borough.

6.0 OBLIGATIONS OF SUCCESSFUL BIDDER

- 6.1 All successful bidders shall be required to pay for any and all fees incurred by the Borough's professionals (legal or otherwise) associated with the lease.
- 6.2 In this regard, following the award of a contract, the successful bidder(s) shall be required to post the sum of Five Hundred Dollars (\$500.00) in escrow with the Borough, which funds shall be utilized solely to pay for any such professional fees.
- 6.3 Such fees may include, but shall not necessarily be limited to, fees associated with the drafting and finalization of the Lease Agreement and/or for other necessary services.
- 6.4 Any escrow sums remaining after all necessary professional services have been rendered shall be returned to the bidder. If, on the other hand, additional escrow fees are required to cover the Borough's professional fees, then the successful bidder shall be required to deposit same with the Borough immediately upon direction from the Borough.
- 6.5 All successful bidders shall be required to execute a Lease Agreement with the Borough within ten (10) days of the notice to award the bid(s).
- 6.6 A sample copy of such Lease Agreement is contained within the Specifications package.
- 6.7 Any bid deposit paid to the Borough may be retained as liquidated damages in the event that a potential lessee fails to execute said Lease Agreement.
- 6.8 The Lease Agreement contains terms and conditions which will govern the landlord-tenant relationship between the Borough and the successful bidder(s).
- 6.9 Insurance
 - 6.9.1 All successful bidders must provide insurance coverage(s) in amount(s) as specified in the Specifications and shall abide by all other insurance requirements as specified in the Specifications.
 - 6.9.2 The successful bidder(s) shall also be required to indemnify and hold the Borough, its officials, employees and agents harmless from and against any and all injuries sustained by any members of the public relating to the operation of the lease.
 - 6.9.3 The particulars regarding insurance coverage amount(s), hold harmless/indemnification provisions, and all other requirements, are as set

forth in the Specifications and the same shall be incorporated into the written Lease Agreement between the parties.

- 6.9.4 Bidder shall indemnify and hold harmless the Borough from any and all claims, suits or actions, and damages or costs for every name and description to which the Borough may be subjected or put by reason of injury to the person or property of another, or the property of the Borough, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work associated with this bid process or under the proposed Lease Agreement to be entered into by the Borough and the bidder.

7.0 QUESTIONS

- 7.1 Any questions regarding the requirements associated with submission of a proposal may be directed during regular business hours to the Borough Administrator Karen Kroon, at Borough Hall, prior to the bid opening. Ms. Kroon may be reached at telephone number (732) 793-3700 ext. 106 or the following e-mail address: kkroon@seasideparknj.org

8.0 TRUTH IN CONTRACTING LAWS

- 8.1 Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

9.0 CRITERIA FOR SELECTION.

9.1 The Borough intends to evaluate the bids received based upon the criteria set forth below:

- 9.1.1 Payments proposed to be made to the Borough on June 1, July 1, and August 1 of each respective lease year; and
- 9.1.2 Compliance with all requirements of the Borough's Bid Specifications; including State and County laws, rules, regulations, Executive Orders, or other directives.

10.0 OTHER CONDITIONS APPLICABLE TO THESE BID SPECIFICATIONS.

10.1 All of the terms, conditions and criteria referenced in the "Invitation for Bids for Leases of "N" Street Bathhouse Building Garage Unit 2, Borough of Seaside Park, New Jersey" which appears at the front of the within package, are hereby incorporated as requirements as part of these Bid Specifications.

10.2 All costs incurred by bidder(s) to these Bid Specifications shall be borne solely by the bidder(s). Only those bidders that supply complete information and comply with all requirements set forth in these Bid Specifications will be considered. No incomplete bids will be considered.

10.3 By submitting a bid, a bidder agrees that it will not make any claims for or have any right to damages because of any misinterpretation or lack of information relating to these Bid Specifications.

10.4 All materials, bids and contents submitted during the review process will become the property of the Borough and will become public information after the lease(s) has/have been awarded. The Borough reserves the right to supplement, amend or otherwise modify these Specifications through issuance of addenda to all prospective respondents who have received a copy of these Bid Specifications, and who have provided their contact information to the Borough.

10.5 All successful bidders shall be required to submit a copy of their N.J. Business Registration Certificate (see Sample 1 attached) and Certificate of Employee Information Report (see Sample 2 attached) prior to execution of Lease Agreements.

11.0 INTERPRETATION AND ADDENDA.

11.1 The bidder understands and agrees that its bid is submitted on the basis of the Bid

Specifications prepared by the Borough. The bidder accepts the obligation to become familiar with these Bid Specifications.

11.2 Bidders are expected to examine the Bid Specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a Bid Specification shall file such challenges in writing with the contracting agent no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered as void and having no impact on the Borough of Seaside Park or the award of a Lease Agreement pursuant to N.J.S.A. 40A:12-14(a). In the event the bidder fails to notify the Borough of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the Bid Specifications and the bidder's submitted bid.

11.3 No oral interpretation and/or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the Borough's representative stipulated in the Bid Specifications. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the bid.

11.4 All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the Bid Specifications and will be distributed to all prospective bidders. All addenda so issued shall become part of the Bid Specifications and shall be acknowledged by the bidder in its bid. The Borough's interpretations or corrections thereof shall be final.

11.5 When issuing addenda, the Borough shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package pursuant to applicable law.

12.0 PRE-BID CONFERENCE

12.1 Pre-Bid Conference: None

13.0 TERMINATION OF CONTRACT.

13.1 If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract, or if the contract shall violate any of the requirements of the contract, the Borough shall thereupon have the right to terminate the contract by giving written notice to the bidder of such termination and specifying the effective date

of termination.

- 13.2** Such termination shall relieve the Borough of any obligations set forth in the contract.
- 13.3** Notwithstanding the above, the bidder shall not be relieved of liability to the Borough for damages sustained by the Borough by virtue of any breach of the contract by the bidder.
- 13.4** The bidder agrees to indemnify and hold the Borough harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Borough under this provision.
- 13.5** Acquisition, merger, sale and/or transfer of business, etc.:
- 13.6** It is understood by all parties that, if during the life of the contract, the bidder disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means conveys his/her interest(s) to another party, all obligations are transferred to that new party, subject to the written approval of the Borough. In this event, the new contractor(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any and all change(s) to the original contract and/or guarantees posted must be approved in writing by the Borough.
- 13.7** The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Borough.
- 13.8** The Borough may terminate the contract for convenience by providing sixty (60) calendar days advanced notice to the contractor.

SAMPLE*

**LEASES FOR USE OF STORAGE SPACE
WITHIN THE “N” STREET BATHHOUSE
BUILDING GARAGE UNIT #2 STORAGE ONLY
AND LEASE FOR BEACH VENDING OF ICE
CREAM AND WATER**

THIS LEASE AGREEMENT is entered into this _____ day of _____, 2024,

BY AND BETWEEN

THE BOROUGH OF SEASIDE PARK, a Municipal Corporation of the State of New Jersey, with its principal office located at 1701 North Ocean Ave., Seaside Park, New Jersey 08752 (hereinafter the “Borough” and/or “Landlord”);

- and -

_____, a corporation of the State of _____, with its principal office located at _____ (hereinafter the “Tenant”).

WHEREAS, the Borough of Seaside Park, as Landlord, hereby leases to the Tenant, and the Tenant hereby accepts from the Borough, a portion of the premises situated at the “N” Street Bathhouse Building Garage in the Borough of Seaside Park, County of Ocean, State of New Jersey, as follows:

1. LEASED PREMISES

- 1.1 In consideration of the rent, agreements and conditions specified herein, to be paid, performed and observed by the Tenant, Landlord does hereby lease to Tenant, for the term hereinafter set forth, the premises commonly known as Space located within the “N” Street Bathhouse Building Garage Unit#2, Seaside Park, New Jersey (the “premises”). A specific depiction of the premises is attached hereto for **STORAGE ONLY**.
- 1.2 The premises are conveyed “as is” and subject to, and with the benefit of, any easements, rights, restrictions, agreements, and encumbrances to which the premises are presently subordinate. The Tenant represents that he or she has inspected the premises and accepts it in its present condition and without any representations on the part of the Borough or its agents as to its present or future condition.

* Final Lease Agreement may contain additional terms and conditions as negotiated by the Parties.

- 1.3 The Tenant shall have no rights that are superior to any other company doing business in Seaside Park.

2. TERM

- 2.1 The length of this Lease shall be for a fixed term of three (3) years.
- 2.2 The term shall commence on or about **May 15, 2024** and shall terminate on or about **September 15, 2026**, unless the parties agree otherwise.

3. RENT

- 3.1 Tenant agrees to pay to Landlord annual rent of \$_____ for the first year of the lease term.
- 3.2 Rent shall be payable in monthly installments of \$_____ during the term of the first year of this Lease.
- 3.3 The rent for the second and third years of the lease term shall be increased by three (3%) percent over the prior term.
- 3.4 The monthly rent shall be payable on the first day of each month for the term of this Lease. If the first day of the month falls on a weekend or a holiday, the rent shall be payable by the close of business on the next following regular business day.
- 3.5 The Borough acknowledges receipt of \$_____ as a bid security. These funds shall be retained by the Borough as follows:
- 3.5.1 The Borough shall retain two months' rent (\$_____) as a security deposit in accordance with New Jersey law. This sum shall ensure the faithful fulfillment of all the terms, covenants, and conditions of this Lease. This deposit shall be returned to the Tenant upon the expiration of this Lease provided that the Tenant has fully and faithfully carried out all terms, covenants and conditions contained in this Lease.
- 3.5.2 The Borough shall retain the remaining \$_____ and apply such funds to the first _____ months' rent due under this agreement.

4. EXECUTION OF LEASE AND HOURS OF OPERATION OF BUSINESS.

- 4.1 The successful bidder agrees to execute this Lease Agreement within ten (10) days of the notice to award the bid. Any deposit paid to the Borough may be retained as liquidated damages in the event the potential Tenant fails to execute this Lease.
- 4.2 **Hours of operation shall be 10:00 A.M. to 5:00 P.M., seven (7) days per week.**

5. TENANT'S REPAIRS AND MAINTENANCE

- 5.1 The premises is offered in an "as is" condition. The Tenant assumes all responsibility and expenses for improvements and adapting the space as necessary for the proposed operation. All designed specifications are to be approved by the Borough prior to the commencement of any construction, or prior to making application for necessary permits. All work is to be completed in a timely and professional manner in compliance with all State and local building codes. Only licensed plumbing and electrical contractors are permitted to perform work on systems being adapted for the operations of the Tenant. Alterations shall be compatible with the design of the building's interior, construction and color. Exterior alterations are not permitted.
- 5.2 All repairs, maintenance, alterations, improvements or installations shall be the sole responsibility of Tenant, and shall be done in a good and workmanlike manner; materials of good quality shall be employed therein, and the structure of the building and improvements shall not be endangered or impaired thereby and the building and improvements shall not be diminished in value thereby.
- 5.3 The Tenant shall comply with all laws, ordinances and regulations of all public authorities having jurisdiction, obtain and abide by all necessary Borough, State and Federal permits, standards and requirements, including, but not limited to, the New Jersey Uniform Construction Code. The Tenant shall be responsible for obtaining a Certificate of Occupancy, if necessary. The Tenant shall be responsible for obtaining, at his or her sole cost, any and all permits and licenses required by the Borough of Seaside Park.
- 5.4 Upon the expiration or termination of this Lease, Tenant shall remove his or her goods and effects and shall return the premises to the Landlord's possession, and all fixtures, alterations and modifications to the premises shall become the property of the Landlord. Further, the Borough shall have the right, upon expiration or

termination of this Lease, to require that the Tenant remove all, or any part, of any alteration, addition or improvement made upon the premises during the term of this Lease by the Tenant or his or her agents or employees and to restore the premises to the condition existing at the commencement of the Lease.

- 5.5 The Tenant shall keep the premises and surround exterior area on a clean and sanitary condition, free from trash, flammable material, or any other objectionable material. If the Tenant shall fail to maintain the premises in the manner required by this paragraph, upon notice of a violation from the Landlord, the Tenant shall have five (5) days to cure any such violation. If the Tenant fails to cure such violation within this time, the Borough shall have the option of curing such violations and the cost of such cure shall be added to the next rent payment due as additional rent. Any disputes as to the existence of a violation, or the necessity of any such cure shall be resolved by the Borough Manager, whose decision shall be final.

6. UTILITIES

- 6.1 Utilities shall be provided by the Borough..

7. PARKING

- 7.1 Exclusively designated parking spaces are not available. There is no right to any parking spaces associated with this Lease Agreement.

8. ADDITIONAL RENT

- 8.1 Tenant shall pay as additional rent all sums of money or charges required to be paid by Tenant under this Lease, whether or not the same shall be specifically designated as "additional rent".

9. CONDUCT OF BUSINESS BY TENANT

- 9.1 Subject to the conditions set forth in this Lease, the Landlord agrees that upon Tenant's paying the rent and performing and observing the agreements and conditions contained herein, the Tenant shall peaceably and quietly have, hold and enjoy the premises and all rights of Tenant hereunder during the term of this Lease without any manner of hindrance or molestation.
- 9.2 Tenant may not use the premises for the purpose of selling alcoholic beverages or to

furnish video games or similar amusements in accordance with applicable local, state and federal laws and the terms set forth in this agreement. No goods, merchandise or services shall be sold or furnished, nor shall any amusement device or game be operated, in or upon the premises which are, or may become, harmful to the public, health, safety, morals or welfare. The Borough shall have the absolute right to determine whether such harm, or potential harm, exists, or may arise in the future. A decision to terminate the Lease under this paragraph shall be made by a resolution of the Mayor and Borough Council of the Borough of Seaside Park upon notice to the Tenant and an opportunity to be heard. Such determination shall be final and conclusive.

10. FIRE AND OTHER CASUALTY INSURANCE

- 10.1 Tenant shall, at its expense, keep in full force and effect a policy of general public liability insurance with respect to the premises and all activities conducted by the Tenant at that location. Such policy shall insure against all claims and demand for any personal injury, or death of any person, as well as damages to, destruction or loss of property which occurred on the premises. The policy limits shall not be less than One Million Dollars (\$1,000,000.00) for damage to, destruction, or loss of property. Such policy shall name the Borough of Seaside Park as a named insured and shall be written as a primary insurance policy, not entitled to contribution from, nor contributing with, any coverage which the Borough may otherwise carry and shall further contain a clause that the insurer will not cancel or change said insurance without first giving the Landlord ten (10) days prior written notice. The successful bidder shall also carry property damage coverage satisfactory to the Borough in the amount of \$70,000 for each accident and in the aggregate. Premiums are the responsibility of the bidder.
- 10.2 Tenant further agrees that he shall not do, permit anything to be done, keep or store anything in or about the premises, which will increase the premiums of any other fire or casualty insurance covering the premises that the Borough may hold. The Tenant shall cease or correct any act or omission having the effect described herein upon in accordance with the notice and default provisions contained in Section 13 below. In the event of any increase in the Borough's insurance premiums resulting from Tenant's acts, omissions or occupancy, the Borough reserves the right to charge any such increases to the Tenant as additional rent.

11. INDEMNIFICATION

- 11.1 Tenant shall hold Landlord harmless from, and defend and indemnify Landlord

against, any and all injury, loss or damage (including reasonable attorney's fees) or claims for injury, loss or damage, of whatever nature, to any person or property caused by or resulting from any act, omission or negligence of the Tenant or its employees, agents or guests. It is a condition of this hold harmless and indemnification clause that Tenant shall receive prompt notice of any such claim against the Landlord.

- 11.2 Further, the Borough shall not be liable to Tenant for any damages, loss of business or profits, nor shall the Tenant be entitled for any rebate or rent credit caused by or resulting from civil unrest or disturbances, public emergencies, public events, public works projects or repairs on the beachfront, boardwalk, surrounding streets or buildings or by water, steam, electric, gas, ice, snow or other weather-related items. The Borough covenants to use reasonable care to minimize any closure, blockage or disruption of the Tenant's business during the course of any discretionary, non-emergency public works projects or repairs by the Borough.

12. ASSIGNMENT AND SUBLEASE

- 12.1 Tenant shall not have the right to freely assign its interest in this Lease, or to sublet the premises or any part thereof, without the written consent of the Landlord.

13. NOTICE, DEFAULT AND TERMINATION

- 13.1 In the event that the Tenant shall at any time be in default of the payment of any rent, or any other charges, or of any covenant, term or condition under this Lease, and shall fail to remedy such default within thirty (30) days after receipt of written notice thereof from Landlord, then in addition to all other rights and remedies available to Landlord at law and equity, the Landlord may terminate this Lease Agreement upon thirty (30) days' written notice to Tenant, and the Landlord may eject Tenant and take possession of the premises.
- 13.2 Further, in the event of the Tenant's default, all of the Landlord's responsibilities and duties under this Lease shall cease and terminate without prejudice and the Landlord shall have the continuing right to recover all rent due under this Lease from the Tenant. The Landlord may relet the premises for the remainder of the Lease term for the highest rent and with any conditions reasonably obtainable at such time and may recover from Tenant any deficiency between the reasonable value of the rents and conditions so obtained and the rent specified in this Lease. The Tenant shall be liable to the Borough for the costs of any repairs or alterations and all expenses of such reletting. If the sums realized, or to be realized, from the reletting are insufficient to

satisfy the amounts or term provided in this Lease, the Borough, at its option, may require the Tenant to pay such deficiency either month by month, or in advance for the entire deficiency to be realized during the term of the reletting. The Tenant shall not be entitled to any surplus accruing as a result of the reletting.

- 13.3 The Borough is further granted a lien, in addition to any other statutory lien or right to distrain that may exist, on all personal property of the Tenant that may be found in or upon the premises, to secure payment for the rent and performance of the covenants and conditions of this Lease. The Borough shall have the right to take possession of any such personal property, sell it at a public or private sale and apply the proceeds to the payment of any sums due under this Lease. The Tenant hereby waives the benefit of all laws exempting property from execution, levy and sale on distress or judgment. The Tenant agrees to pay, as additional rent, all attorney's fees and other expenses incurred by the Borough in enforcing any of the obligations under this Lease, together with interest at the rate of one (1%) percent per month on the total amount due from the date such obligation became due from the Tenant through and including the date of payment in full.
- 13.4 In the event of a default by Tenant hereunder, Landlord shall have the duty to mitigate its damages and shall use its best efforts to relet the premises in the event of a termination of this Lease pursuant to this section.
- 13.5 Upon the expiration or termination of this Lease Agreement, Tenant shall remove its goods and effects and shall return the premises to the Landlord's possession in good and clean condition, excepting normal wear and tear. All fixtures, alterations and modifications to the premises that are installed by the Tenant shall become the property of the Landlord. The Tenant shall be liable for any expenses incurred in removing the Tenant's property or restoring the premises to good and clean condition.
- 13.6 In the event of any sublease or assignment of the Tenant's interest in this Lease, the Landlord shall not exercise any rights or remedies under this section on account of any default unless Landlord shall give notice to the Tenant named herein, as well as the tenant in possession, of such default and the opportunity to cure each such default within the period of time provided in Section 13.1 of this Lease. After such notice, if the term of this Lease shall be terminated pursuant to the provisions of this section, then the Tenant named herein shall not be liable for the payment of any rent or for the performance or observance of any agreements or conditions to be performed after the date of such termination, unless on or before the time of such termination Landlord shall have offered to the Tenant named herein a lease for the balance of the

term of this Lease upon the same terms and provisions as are contained in this Lease. The aforesaid offer to lease the premises to Tenant shall be in writing, and Tenant shall have ten (10) days from the receipt of said offer to notify Landlord of its acceptance.

- 13.7 In the event of total destruction of the premises by fire, explosion, the elements, or otherwise, this Lease shall be terminated. In the event of partial destruction, the Borough shall have the option to either terminate the Lease, or without any abatement in rent, make the necessary repairs within ninety (90) days of the damage. If such repairs are substantially completed within ninety (90) days, the Lease will terminate and the parties will have no further liability towards the other. Termination shall be decided by resolution of the Borough Council and shall be effective upon the service of the resolution upon the Tenant.

14. TERMINATION UPON REDEVELOPMENT

- 14.1 In the event that the premises, or any part thereof, shall be sold, redeveloped, reconstructed, renovated, remodeled, rehabilitated, demolished or removed by the Borough of Seaside Park, the Borough may terminate the Lease at any time, by giving the Tenant at least nine (90) days' written notice of its election to terminate the Lease. Such decision shall be final and conclusive. Upon such termination, the parties shall have no further liability towards the other.

15. ACCESS OF LANDLORD

- 15.1 Upon prior written notice during Tenant's business hours, the Landlord shall have reasonable access to the premises for the purpose of examining the same or making any repairs or reconstruction deemed necessary by Landlord, but the making of such repairs or reconstruction or such examination shall not unreasonably or materially interfere with Tenant's use of the premises, nor the conduct of the Tenant's business thereon. Nothing in this Lease Agreement shall be construed to limit or modify the Borough of Seaside Park's inherent police powers under local, state and federal law.

16. INTERPRETATION

- 16.1 It is agreed that if any provision of this Lease or the application of any provision to any person or any circumstances shall be determined to be invalid or unenforceable, then such determination shall not affect any other provisions of this Lease or the application of such provision to any other person or circumstances, all of which other provisions shall remain in full force and effect, and it is the intention of the parties

hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, the provision shall have the meaning which renders it valid.

17. WAIVERS

17.1 Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease, or a consent to any subsequent breach of the same or any other provisions. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Lease, or by operation of law, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other; and none of them, whether exercised by said party or not, shall be deemed to be in exclusion of any other; and any two or more, or all, such rights and remedies may be exercised at the same time. Without limiting the generality of the foregoing, if any restriction contained in this Lease for the benefit of either party shall be violated, such party, without waiving any claim for breach of agreement against the other party, may bring such proceedings as it may deem necessary, either at law or in equity, in its own name or in the name of the other party, against the person violation said restriction.

18. TRANSMITTAL OF NOTICES

18.1 Any notice and other communication given pursuant to the provisions of this Lease shall be in writing and shall be given by personal service, or by mailing the same by certified mail, return receipt requested, postage prepaid, or by overnight courier which delivers only upon signed receipt of the addressee, and, accept as may be expressly otherwise provided in this Lease, any such notice or other communication shall be deemed given when mailed as provided in this paragraph.

18.2 All notices shall be sent to the addresses set forth hereinabove, as well as to _____, or to such other address as the Tenant or Landlord may hereinafter designate by notice to the other. In the event that any notice to the Tenant is returned to the Landlord as undeliverable, it will be presumed that the Tenant failed to notify the Landlord of a change of

address and the Landlord may resort to substituted service by posting a notice or other communication upon the premises.

19. THIS INSTRUMENT

19.1 Except for the Tenant's bid documents, which are hereby incorporated by reference, this instrument contains the entire and only agreement between the parties, and no oral statements or representatives or prior written matter not contained in this instrument shall have any force or effect. This Lease shall not be modified in any way except by writing subscribed by both parties.

20. MARGINAL NOTES

20.1 The marginal notes used as headings for the various provisions of this Lease are used only as a matter of convenience for reference, and are not to be considered a part of this Lease or used in determining the intent of the parties to this Lease.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused these presents to be signed by their proper corporate officers and their proper corporate seal affixed hereto, the day, and year above stated.

ATTEST:

THE BOROUGH OF SEASIDE PARK

Jenna Jankowski, Borough Clerk

By: _____
Hon. John Peterson, Mayor

WITNESS:

(TENANT)

By: _____

BOROUGH OF SEASIDE PARK

**LEASES FOR USE OF SPACE WITHIN THE
“N” STREET BATHHOUSE BUILDING GARAGE**

REFERENCE FORM

Bidder's Name: (Please Print):

The bidder shall list references with needs similar to the Borough of Seaside Park for whom the bidder has provided comparable goods/services. Please include name, address, telephone number, and year(s) of service(s) provided, contact person, and type of work your performed for that entity.

1. Company Name/Municipality: _____
Address: _____
Contact Person: _____
Phone: _____
Type of Work: _____
Date(s) of Service: _____
2. Company Name/Municipality: _____
Address: _____
Contact Person: _____
Phone: _____
Type of Work: _____
Date(s) of Service: _____
3. Company Name/Municipality: _____
Address: _____
Contact Person: _____
Phone: _____
Type of Work: _____
Date(s) of Service: _____

BOROUGH OF SEASIDE PARK

**LEASES FOR USE OF SPACE WITHIN THE
“N” STREET BATHHOUSE BUILDING GARAGE**

CERTIFICATION OF ETHICS COMPLAINT DISCLOSURE FORM

I hereby certify that there have been no prior or pending ethics complaints against myself and/or any member of _____ (name of firm/company).

If any prior or pending ethics complaints exist, please cite below:

1. _____

2. _____

3. _____

I hereby certify that the foregoing statements made by me are true.

Signature: _____

Date: _____

Name: _____

Title: _____

Name of Firm: _____

Address: _____

Address: _____

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 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 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.

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 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.

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 meet targeted county employment goals established in accordance with 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,

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.

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 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. 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; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq

NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- 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 contracting public agency, 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 contracting public agency, 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 contracting public agency of any prior violation of this section of the contract.

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 111XX

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX

SAMPLE COMPANY, INC.
33 WEST STATE STREET
TRENTON, NJ 08625

VOID



State Treasurer

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

1. FID, NO. OR SOCIAL SECURITY		2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER		3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY	
4. COMPANY NAME					
5. STREET		CITY	COUNTY	STATE	ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)			CITY	STATE	ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> 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

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 ECO-1 REPORT.**

[illegible]

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

16. NAME OF PERSON COMPLETING FORM (Print or Type)		SIGNATURE		TITLE		DATE		MO		DAY		YEAR	
17. ADDRESS NO. & STREET		CITY		COUNTY		STATE		ZIP CODE		PHONE (AREA CODE, NO., EXTENSION)			

Americans with Disabilities Act of 1990

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C~ S12101 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 act 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 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 must 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 frill and complete particulars of the claim. if any action or administrative proceedings 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.

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.

Business Name (Print):

Representative's Name (Print):

Representative's Title:

Representative's Signature:

Phone:

Date:

BID GUARANTEE

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned: _____ as
PRINCIPAL; and _____ A CORPORATION
organized and existing under the laws of the State of _____ and
duly authorized to do business in the State of New Jersey as SURETY and held and firmly
bound unto the Borough of Seaside park a body politic and corporate of the State of
New Jersey, as OWNER in penal sum of
(\$ _____) for the payment of which,
well and truly be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

Signed, sealed and dated this _____ day of _____ 20__

The condition of the above obligation is such that whereas the principal has submitted a
certain bid, attached hereto and hereby made a part of hereof, to enter into a contract
in writing for the

Bid number and name: _____.

NOW THEREFORE,

A) If said bid shall be rejected or in the alternative.

B) If said bid shall be accepted and the Principal shall execute and deliver a contract
properly completed in accordance with said bid and shall furnish a bond for his faithful
performance of said contract, and for the payment of all persons performing labor or
furnishing materials in connection therewith, and shall in all other respects perform the
agreement created by the acceptance of said bid.

Then this obligation shall be void; otherwise it shall remain in full force and effect; it being
expressly understood and agreed that the liability of the surety for any and all claims
hereunder shall in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said
Surety and its bond shall be in no way impaired or affected by any extension of the time within
which the Owner may accept such bid; and 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 signed by their proper officers, the day and year first set forth above

Witness or attest _____

Principal

Witness or attest: _____

Surety

Attorney – in Fact

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the owner. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the owner. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

Failure to submit a bid guarantee shall result in rejection of the bid.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and 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 person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed for which I am authorized to bid/renew:

Bidder/Officer: _____

☐ is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran;

AND

☐ is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____ Relationship to Bidder/Officer: _____

Description of Activities: _____

Duration of Engagement:	_____	Anticipated Cessation Date:	_____
Bidder/Offeror Contact Name:	_____	Contact Phone Number:	_____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto 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 Borough is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Borough to notify the Borough 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, and 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 Borough of Seaside Park and that the Borough at its option may declare any contract(s) resulting from this certification void and unenforceable.

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



State of New Jersey

PHILIP D. MURPHY
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
OFFICE OF THE DIRECTOR
33 WEST STATE STREET

ELIZABETH MAHER MUOIO
Acting State Treasurer

SHEILA Y. OLIVER
Lt. Governor

P. O. BOX 039
TRENTON, NEW JERSEY 08625-0039
<https://www.njstart.gov>
Telephone (609) 292-4886 / Facsimile (609) 984-2575

MAURICE A. GRIFFIN
Acting Director

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):

1.	Bank Markazi Iran (Central Bank of Iran)
2.	Bank Mellat
3.	Bank Melli Iran
4.	Bank Tejarat
5.	National Iranian Tanker Company (NITC)
6.	Amona
7.	Bank Saderat PLC
8.	Bank Sepah
9.	Belaz
10.	Belneftekhim (Belorusneft)
11.	China International United Petroleum & Chemicals Co., Ltd. (Unipet)
12.	China National Offshore Oil Corporation (CNOOC)
13.	China National Petroleum Corporation (CNPC)
14.	China National United Oil Corporation (ChinaOil)
15.	China Petroleum & Chemical Corporation (Sinopec)
16.	China Precision Machinery Import-Export Corp. (CPMIEC)
17.	Grimley Smith Associates

18.	Indian Oil Corporation
19.	Kingdram PLC
20.	Maire Tecnimont SpA
21.	Naftiran Intertrade Company (NICO)
22.	Oil and Natural Gas Corporation (ONGC)
23.	Oil India Limited
24.	Persia International Bank
25.	PetroChina Company, Ltd.
26.	Petroleos de Venezuela (PDVSA Petróleo, SA)
27.	Sameh Afzar Tajak Co. (SATCO)
28.	Shandong Fin Cnc Machine Company, Ltd.
29.	Sinohydro
30.	SKS Ventures
31.	Som Petrol AS
32.	Zhuhai Zhenrong Company

List Date: January 31, 2018

Experience & Qualifications Questionnaire

This questionnaire must be filled out and submitted as a part of the Proposal. Failure to complete this form or to provide any of the requested information will be grounds for the rejection of the bid proposal. If additional space is required, the respondent shall add additional sheets, which identify the question being answered.

Number of years in business under present name & address: _____

If less than 5 years, list previous names and address:

Within the last 5 years has the business or any officer/partner failed to complete a contract awarded to them:_. If yes, provide the details in on a separate page.

Have any liens and lawsuits been filed against the company in the past 5 years: _____

If yes, please provide details:

List similar services you are now providing for which you have signed contract, but not yet started work:

List all major subcontractors to be used to complete the service and the area of their responsibility:

Experience & Qualifications Questionnaire

Please provide at least 3 references below:

Name: _____ **Phone:** _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

Name: _____ **Phone:** _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

Name: _____ **Phone:** _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

Name: _____ **Phone:** _____

Experience & Qualifications Questionnaire

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

New Jersey Business Registration Certification

Pursuant to N.J.S.A. 52:32-44, **The Borough of Seaside Park** ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their 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, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

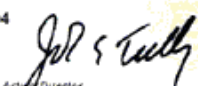
Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.


Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

SAMPLE BUSINESS REGISTRATION CERTIFICATE

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#: 970-097-382/500	SEQUENCE NUMBER: 0107330	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 01/01/01		
FORM-BRC(08-01)	Acting Director	

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

 STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112823533	

Non-Collusion Affidavit

STATE OF NEW JERSEY

BOROUGH OF SEASIDE PARK:

I certify that I am

of the firm of

the Respondent making this Proposal for the bid or proposal for the above named project, 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 project; and that all statements contained in said proposal and this affidavit are true, correct, and made with full knowledge that the **Borough of Seaside Park** relies upon the truth of the statements contained in said Proposals 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.

Signature of Representative:

Subscribed and sworn to before me this _____ day of _____,
20_____

Print Name of
Affiant: _____

Notary Public of _____

My commission expires _____

****This form MUST be completed, notarized and submitted with the bid document****

OWNERSHIP DISCLOSURE FORM

BID SOLICITATION #: _____

VENDOR {BIDDER}: _____

ALL PARTIES ENTERING INTO A CONTRACT ARE REQUIRED TO PROVIDE THE INFORMATION
REQUESTED PURSUANT TO N.J.S.A. 52:25-24.2.

PLEASE NOTE THAT IF THE VENDOR/BIDDER IS A NON-PROFIT ENTITY, THIS FORM IS NOT REQUIRED.

PART 1

Are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}? YES ☐ NO ☐

If you answered, "YES" above, you must disclose the following: (a) the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class; (b) all individual partners in the partnership who own a 10 percent or greater interest therein; or, (c) all members in the limited liability company who own a 10 percent or greater interest therein.

NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	_____

NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	_____

NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	_____

NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	_____

NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	_____

Attach Additional Sheets If Necessary.

PART 2

Of those entities disclosed above owning a 10% or greater interest in the Vendor {Bidder}, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed entities?

YES ☐ NO ☐

If you answered, “YES” above, you must disclose the following: (a) the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class; (b) all individual partners in the partnership who own a 10 percent or greater interest therein; or, (c) all members in the limited liability company who own a 10 percent or greater interest therein. Please note that this disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been identified.

Name of the entity listed above to which the disclosure below applies: _____

NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

Attach Additional Sheets If Necessary.

PART 3

As an alternative to completing this form, a Vendor {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.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor {Bidder}, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the BOROUGH is relying on the information contained herein, and that the Vendor {Bidder} is under a continuing obligation from the date of this certification through the completion of any contract(s) with the BOROUGH to notify the BOROUGH 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. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the **BOROUGH** permitting the BOROUGH to declare any contract(s) resulting from this certification void and unenforceable.

Signature (Do not enter vendor ID as a signature)

Date

Print Name and Title

FEIN/SSN