

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY



Bid Specification

for

#

LEASE OF REAL PROPERTY – TENNIS COURTS

ISSUE DATE: June, 21, 2021

DUE DATE: July, 9, 2021

Borough of Bergenfield
198 N. Washington Avenue
Bergenfield, NJ
Phone: (201)-387- 4055

Note: To receive addenda or modification to this Request for Bids (RFB), please e-mail Kent Christner at kchristner@bergenfield.com with Respondant's name, address, phone number, and fax number upon receipt of this document.

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NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by Corey Gallo, Borough Administrator for the Borough of Bergenfield, Bergen County, and State of New Jersey on Friday, July 9, 2021 at 10:00 a.m. prevailing time at Borough Hall, 198 N. Washington Avenue, Bergenfield, New Jersey 07621 at which time and place bids will be opened and read in public for:

“LEASE OF REAL PROPERTY – TENNIS COURTS”

The Borough of Bergenfield desires to set an annual minimum base rent of \$20,000 for the lease of the property and reserves the right to reject any and all bids submitted.

Specifications and other bid information may be obtained at the office of the Borough Administrator, 198 N. Washington Avenue, Bergenfield, New Jersey 07621, Second Floor – Room 21, during regular business hours 8:30 a.m. – 4:30 p.m. or online from the Borough website at www.bergenfield.com.

Bids must be prepared on the Proposal Sheets furnished by the Borough, enclosed in a sealed envelope and plainly marked as follows:

(1) addressed to OWNER, **Corey Gallo, Borough Administrator
Borough of Bergenfield
198 N. Washington Avenue
Bergenfield, NJ 07621**

(2) bearing the name and address of the bidder written on the face of the envelope and

(3) clearly marked “**BID**” with the **contract title** and **bid #** (if applicable) being bid.

Bidders are required to comply with the requirements of P.L.1975, c.127 (N.J.A.C.17:27 et seq.).

Date: 6/21/21
Kent Christner
Purchasing Agent

BOROUGH OF BERGENFIELD
GENERAL CONDITIONS

I. SUBMISSION OF BIDS

- A. Sealed bids shall be received by the contracting unit, Borough of Bergenfield, Bergen County, New Jersey (hereinafter referred to as "OWNER") in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. Sealed bids will be received by the designated representative at the time and place stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. The bid proposal shall be submitted, in a sealed envelope:
- i. Addressed to the OWNER, Corey Gallo, Borough Administrator, Borough of Bergenfield, 198 N. Washington Avenue, Bergenfield, NJ 07621.
 - ii. Bearing the name and address of the bidder written on the face of the envelope, and
 - iii. Clearly marked "**BID**" with the **contract title** and **bid #** (if applicable) being bid.
- D. It is the bidder's responsibility to see that bids are presented to the OWNER on the time and at the place designated. Bids may be hand delivered or mailed; however, the OWNER disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to the OWNER before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the OWNER. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- G. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder and be signed by an authorized representative as follows:
- Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
 - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - Bids by sole-proprietorship shall be signed by the proprietor.

- When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

H. 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.

II. BID SECURITY AND BONDING REQUIREMENTS

The following provisions if indicated by an (X), shall be applicable to this bid and be made a part of the bidding documents:

A. BID GUARANTEE

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 this shall be cause for rejection of the bid.

B. CONSENT OF SURETY

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the OWNER stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

Failure to submit this shall be cause for rejection of the bid.

C. PERFORMANCE BOND

Successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

i. Common Standards For All Surety Companies

1. All surety companies must have the minimum capital and surplus or net cash assets required, pursuant to N.J.S.A. 17:17-6 or N.J.S.A. 17:17-7, whichever is applicable, at the time the invitation to bid is issued.
2. All surety companies must complete a Surety Disclosure Statement and Certification for all payment and performance bonds, regardless of project cost, pursuant to N.J.S.A. 2A:44-143d.

ii. Multi Year Contracts

1. For multi year contracts, the contractor shall provide a performance bond issued by a surety in an amount equal to no more than 100% of the annual value of the first full year of the contract. The contractor shall provide said performance bond within 5 days of the award of bid to the Borough. The performance bond for each succeeding year shall be delivered to the Borough with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond.
2. Failure to deliver a performance bond for any year of a multi-year, contract one hundred twenty (120) days prior to the termination of the current bond will constitute a breach of contract and will entitle the Borough to terminate the contract upon the expiration of the current bond. Notwithstanding termination pursuant to these specifications, the contractor is obligated to perform through the date of termination of the contract and damages shall be assessed in an amount equal to the costs incurred by the Borough of Bergenfield in re-bidding the contract.

Failure to deliver this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.

- D. The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied and any maintenance bonds required have been executed and approved by the OWNER. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey N.J.S.A. 17:31-5.

III. INTERPRETATION AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the OWNER. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related bid 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 business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of the contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the OWNER of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.

- C. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with N.J.S.A. 40A:11-23. All addenda issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder in the bid. The OWNER'S interpretations or corrections thereof shall be final.

When issuing addenda, the OWNER 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 N.J.S.A. 40A:11-23c.1.

D. Discrepancies in Bids

- i. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
- ii. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event that there is an error of the summation of the extended totals, the computation by the OWNER of the extended totals shall govern.

IV. INSURANCE AND INDEMNIFICATION

A. Certificates of the Required Insurance

Certificates (see attached document – Insurance) as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the OWNER as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the OWNER as an additional insured.

B. Indemnification

Successful bidder shall indemnify and hold harmless the OWNER from all claims, suits or actions and damages or costs of every name and description to which the OWNER may be subjected or put by reason of injury to the person or property of another, or the property of the OWNER, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or subcontractors with respect to the leased premises.

V. PRICING INFORMATION FOR PREPARATION OF BIDS

- A. The OWNER is exempt from any local, state or federal sales, use or excise tax.
- B. Successful bidder shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall include this cost in the bid price.

VI. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

A. Mandatory EEO Bid Advertisement Language

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**

For all contracts exempt from Public bidding;

If awarded a contract, your company/firm shall be required to comply with the requirements of **N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27**

B. Mandatory EEO Contract Language

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

The contractor, 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, 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, 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 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, 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 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 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 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

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor 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 **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

C. Affirmative Action Evidence

All successful bidders (goods and services vendors, professional service vendors and construction contractors) are required to submit evidence of appropriate affirmative action compliance to the Division and the awarding Public Agency. During a review, Division representatives will review the Public Agency files to determine whether the affirmative action

evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Public Agency, prior to execution of Public Agency contract, one of the following documents:

D. Americans with Disabilities Act of 1990

The contractor and the Borough of Bergenfield, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U. S. C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

E. Stockholder Disclosure

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for

the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership. Bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

F. Proof of Business Registration

N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- I. The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- II. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors or attest that none was used;
- III. During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, 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 this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

G. Non-Collusion Affidavit

The Affidavit shall be properly executed and submitted with the bid proposal.

VII. REJECTION OF BIDS

Bids may be rejected for any of the following reasons:

All bids pursuant to N.J.S.A. 40A:11-13.2;

- A. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- B. Multiple bids from an agent representing competing bidders;

- C. The bid is inappropriately balanced;
- D. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- E. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the OWNER may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

IX. TERMINATION OF CONTRACT

- A. If, through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of the contract, the OWNER shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the OWNER of any obligation for balances to the contractor of any sum or sums set forth in the contract. OWNER will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of the contract by the contractor and the OWNER may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the OWNER from the contractor is determined.
- C. The contractor agrees to indemnify and hold the OWNER 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 OWNER under this provision.
- D. In case of default by the successful bidder, the OWNER may procure the goods and services from other sources and hold the successful bidder responsible for any excess cost.
- E. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the OWNER reserves the right to cancel this contract.
- F. **ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.**
It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale an/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the OWNER.
- G. 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 OWNER.

H. The OWNER may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.

X. PAYMENT

A. No payment will be made unless duly authorized by the OWNER'S authorized representative and accompanied by proper documentation.

B. Payment will be made in accordance with the OWNER'S policy and procedures.

**BOROUGH OF BERGENFIELD
BID SPECIFICATION
LEASE OF REAL PROPERTY – TENNIS COURTS**

1.0 PURPOSE

The Borough of Bergenfield (“the Borough”) is soliciting bids pursuant to the public bidding process of New Jersey’s Local Public Contracts Law, N.J.S.A 40A:11-4, et seq., and the Local Lands and Buildings Law, N.J.S.A 40A:12-1, et seq., for the lease of Borough-Owned Real Property located at Pelham Place, Bergenfield, NJ 07621, and identified as Block 78, Lot 3 of the Tax Assessment Map of the Borough of Bergenfield, County of Bergen, State of New Jersey together with all appurtenances, improvements, buildings, structures, including sidewalks, parking lots and related areas (collectively the "Property").

The primary purpose of this solicitation for bids is to secure a land lease agreement, the proposed terms and conditions of which are included in this bid specification (the “Bid Specification”) under heading 2.0 Lease Agreement: Terms and Conditions. The contracting organization (“lessor”) for this bid specification is the Borough of Bergenfield, while the bidder is the (“lessee”).

2.0 LEASE AGREEMENT: TERMS AND CONDITIONS

- 2.1 **TERM AND RENEWAL.** The term of the Lease shall be for two (2) years (the “Initial Term”), commencing on the effective date of the Lease with a provision for an additional two (2), one (1) year extensions. Extension of the Lease is subject to the Lessor's approval, upon the expiration of the initial term and includes the same terms and conditions as the Initial Term.
- 2.2 **CONSIDERATION.** During the Initial Term of the Lease, in consideration for Lessor providing Lessee with access to the Leased Premises, Lessee agrees to pay Lessor, as rent a minimum of no less than twenty thousand dollars (\$20,000). Lessee agrees to remit rental payment as follows.
- 2.2.1 Lessee agrees to pay 25% of the Year One (1) rent at the commencement of the Lease.
- 2.2.2 Lessee agrees to pay all Year One (1) rent by the end of Year One (1).
- 2.2.3 Lessee agrees to pay all Year Two (2) rent by the end of Year Two (2).
- 2.2.4 Lessee agrees to pay all Year Three (3) rent by the end of Year Three (3).
- 2.2.5 Lessee agrees to pay all Year Four (4) rent by the end of Year Four (4).
- 2.2.6 In the event Lessee fails to pay Rent within 10 (ten) days of when due and payable, Lessee shall be assessed a late charge in the amount of ten percent (10%) of the Rent then due and owing, payable immediately as an additional fee. This shall be in addition to any other remedy available to the Lessor under New Jersey law. The amount of rent as set forth in this section is the total rent to be paid, and there shall be not adjustment to the rent amount for real estate or other taxes, nor for any other reason.
- 2.3 **CONDITIONS OF USE.**
- 2.3.1 Lessee agrees to use “Adheek Tennis Club” as part of the name associated with the Property use.
- 2.3.2 Lessee agrees to not materially alter, change, or destroy the har-tru clay surface of the property without written approval of the Lessor.

- 2.3.3 The Lessee may, at its own expense use the Leased premises for various activities which must be detailed in writing on the bidder's qualification statement.
- 2.3.4 Lessee shall maintain the Leased Premises in a neat, clean and orderly condition at all times, and shall not cause rubbish, garbage or debris to accumulate or remain on or around the Property at any time.
- 2.3.5 Lessee at its own cost and expense, shall maintain all grounds, appurtenances, improvements, buildings, structures, facilities, sidewalks, parking lots, and similar elements of the Property to ensure good safe, secure, and upkeep of the conditions at the Property.
- 2.3.6 At all times throughout the Term of this Lease, Lessee and its employees, licensees, invitees, agents, contractors, and subcontractors, shall be given reasonable access to the Leased Premises.
- 2.3.7 Lessee shall comply with all terms and conditions of the Bid Specifications, when applicable. Lessee is wholly responsible for all costs and expenses incurred in or required for complying with the terms and conditions of the Lease and the bid specifications, where applicable.
- 2.4 **ALTERATION AND IMPROVEMENTS.** Unless otherwise provided in this Lease, no alterations, additions or improvements shall be made, and no fixtures of any kind, shall be installed in or attached to the Leased Premises, without prior written consent or approval of the Lessor, which shall not be unreasonably withheld, conditioned or delayed.
- 2.5 **MAINTENANCE AND UTILITIES.**
 - 2.5.1 Lessee shall, at Lessee's expense, keep and maintain the Leased Premises and all improvements now or hereafter located thereon, in good condition and repair during the term of this Agreement, reasonable wear and tear and damage from the elements excepted, and in compliance with all applicable governmental, municipal and administrative laws, ordinances, codes, rules and regulations.
 - 2.5.2 Lessee will be responsible for paying on a monthly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Leased Premises.
 - 2.5.3 Lessor reserves the right, at any time, to perform any type of maintenance and/or repair on the Leased Premises; provided however, except in emergency situations, if any maintenance and/or repair work will substantially affect Tenant's permitted uses of the Leased Premises, Lessor will use its best efforts to provide Tenant with at least ten (10) days' prior written notice of the intended repair and/or maintenance work, along with a schedule showing dates and duration of such repair and/or maintenance work. Further, any maintenance will be conducted by Landlord as diligently and expeditiously as possible
- 2.6 **GOVERNMENT APPROVAL.** It is understood and agreed that Lessee's ability to use the Leased Premises is contingent upon its obtaining all of the certificates, permits and other approvals that may be required by any Federal, State or Local authorities to use the Leased Premises as set forth above. Lessor authorizes Lessee to prepare, execute and file all required applications to obtain such government approval for the permitted use of the Leased Premises, and shall cooperate with Lessee in its efforts to obtain such approvals and shall take no action which would adversely affect the status of the Leased Premises. Lessor

agrees to proceed with due diligence and obtain such approvals at its own cost and expense.

- 2.7 **COMPLIANCE WITH LAWS.** Lessee shall at all times use the Leased Premises in a lawful manner, and shall neither engage in nor permit the Property to be used for any unlawful purpose. Lessee agrees to comply with all federal, state and local laws, orders, rules and regulations now or hereafter affecting or regulating the Leased Premises and/or Lessor's use thereof, and to indemnify and save Landlord harmless from the expense or damage resulting from the failure to do so.
- 2.8 **ENVIRONMENTAL COMPLIANCE.** Tenant represents, warrants, and covenants that it will conduct its activities on the Leased Premises and the Property in compliance with all applicable state and/or federal environmental laws. Tenant shall be responsible for any environmental liabilities that relate to or arise from its activities on the Leased Premises and the Property to the extent required by law.
- 2.9 **ENTRY BY LANDLORD.** Tenant agrees that Landlord and its respective officials, officers, employees, volunteers and agents shall have the right to enter into and upon the Leased Premises or any part thereof, at all reasonable hours, for the purpose of examining the same or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. This clause shall not be deemed to be a covenant by Landlord, and shall not be constructed to create an obligation on Landlord to make such inspections, repairs, or alterations.
- 2.10 **INSURANCE.**
- 2.10.1 Lessee, at Lessee's own cost and expense, shall obtain and provide and keep in full force for the benefit of Lessor during the term hereof, general public liability insurance, insuring Lessor against any and all liability or claims of liability arising out of, occasioned by, or resulting from any accident or otherwise in or about the Leased Premises, for injuries to any person or persons in any one accident or occurrence, caused by the acts of Tenant, for limits of not less than One Million Dollars (\$1,000,000.00), and for loss or damage to the property of any person or persons, for limits of not less than One Million Dollars (\$1,000,000.00). The policy or policies of insurance shall be of a company or companies authorized to do business in the State of New Jersey, and shall be delivered to Lessor, together with evidence of the payment of the premiums therefore, not less than fifteen (15) days prior to the commencement of the term hereof, or of the date when Lessee shall enter into possession, whichever occurs sooner. At least fifteen (15) days prior to the expiration or termination date of the policy, Lessee shall deliver a renewal or replacement policy with proof of the payment of the premium thereof. Lessor shall be a named insured on the policy.
- 2.10.2 Lessee, at Lessee's own cost and expense, shall obtain and provide and keep in full force Workers' Compensation Insurance, as may be required and to the extent required by law
- 2.10.3 Lessee, shall require that any contractor or subcontractor employed to perform work or otherwise in, on or about the Property shall also carry Workers' Compensation Insurance and general liability insurance covering

all risks required to be covered by the Lessee pursuant to this Section to the minimum amount of \$1,000,000.00 Contractors' insurance policies shall name the Lessor as an additional insured and loss payee.

2.10.4 Lessee, at its own expense for as long as an agreement shall be in force, shall cause all buildings and improvements upon the Property to be insured for fire and other casualties by reputable and responsible insurance companies, acceptable to Lessor, in amounts not less than 80% of the replacement value thereof.

2.10.5 The policy or policies of insurance to be secured under this Section shall name the Lessor as an additional insured and loss payee and shall contain the riders or endorsements necessary and sufficient to cover the indemnity of the Lessor by the Respondent contained in this Section.

2.10.6 Lessee on at least an annual basis or when requested in writing by Lessor to Lessee, Lessee shall provide Lessor with certificates of insurance for each and every insurance policy required by this section.

2.11 **ASSUMPTION OF RISK.** To the maximum extent permitted by law, Lessee assumes any and all risk of loss, damage or injury of any kind to Lessee, Lessee's employees, licensees, invitees, agents, contractors, and subcontractors or property of Lessee, Lessee's employees, licensees, invitees, agents, contractors and subcontractors that is on or about the Leased Premises, including without limitation, loss or damage caused by defects, including failure to maintain or repair the Leased Premises, and accident, fire or other casualty associated with the same. Lessee agrees that any related property, equipment, supplies and materials kept, stored or placed on the Leased Premises by Lessee is the sole risk and hazard of Lessee, and Lessor shall not be responsible for any loss or damage to such property and equipment.

2.12 **INDEMNIFICATION.**

2.12.1 Lessee agrees to indemnify, protect, defend and hold harmless Lessor and Lessor's respective officials, officers, employees, volunteers and agents from and against any and all claims, demands, causes of action, injuries, losses, damages, liabilities, costs and expenses, including but not limited to reasonable attorney's fees and costs of defense, arising from, suffered or incurred as a result of, or in connection with Lessee's conduct on the Leased Premises or from its use of the Leased Premises; or from any act or negligence of Lessee, its employees, licensees, invitees, agents, contractors and subcontractors in or about the Leased Premises.

2.12.2 Lessee further releases, waives, discharges, holds harmless, indemnifies and agrees not to sue Lessor, its respective officials, officers, employees, volunteers and agents (hereinafter referred to as the "Releasees"), for any and all rights and claims arising from, including without limitation, the Releasees' own negligence, which may accrue to Lessor, and from any and all damages which may be sustained by Lessor, resulting from any occurrence on or about the Leased Premises.

2.12.3 Lessee shall continue to indemnify, protect, defend and hold harmless Lessor and Lessor's respective officials, officers, employees, volunteers and agents from and against any and all claims, demands, causes of action, injuries, losses, damages, liabilities, costs and expenses, even though such liability or damage may not be brought to Lessor's attention until after the termination or expiration of this Agreement.

- 2.13 **FIRE AND OTHER CASUALTY.** In the event the Property, its buildings and improvements, or any portion thereof, are destroyed or damaged by fire or otherwise, Lessee at its own cost and expense and without expense to the Lessor shall rebuild, repair and restore the same, upon the same general plans and dimensions as had existed prior to the fire or other casualty, or upon a general plan deemed by the Lessor and the Lessee reasonable and appropriate for the Property. In any event, the Lessor shall have the right of final approval over any such design.
- 2.14 **CONDEMNATION.** In the event Lessor receives notification of any condemnation proceedings affecting the Leased Premises, Lessor will provide notice of the proceeding to Lessee within twenty-four (24) hours. If a condemning authority takes all of the Leased Premises, or a portion sufficient, in Lessee's sole determination, to render the Premises unsuitable for Lessee, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Lessee will include, where applicable, the value of its moving expenses, prepaid Rent, and business dislocation expenses. Lessee will be entitled to reimbursement for any prepaid Rent on a pro rata basis.
- 2.15 **MECHANICS' LIENS.** Lessee shall not suffer or permit any mechanics' lien to be filed against the Leased Premises or any other property of the Lessor, by reason of work, labor, or materials requested and supplies requested by Licensee. In the event that any mechanics' lien is filed against the Leased Premises as a result of alterations, additions or improvements made by Lessee, Lessee shall take all action necessary to discharge or bond any such lien filed or recorded. Lessor, at its option, after ten (10) days' notice to Lessee, may terminate this Lease and Lessor may pay the said lien, without inquiring into the validity thereof, and Lessee shall forthwith reimburse Lessor the total expense incurred by Lessee in discharging the said lien, including attorney's fees, as additional consideration hereunder.
- 2.16 **TERMINATION.**
- 2.16.1 If either party breaches any provision of this Agreement or otherwise commits an event of default as defined under Section 2.17, the non-breaching party shall provide the other party with written notice of said breach. If the breaching party has not cured the breach within ten (10) days of such notice, unless otherwise provided herein, the non-breaching party shall have the right: (i) to terminate the Agreement, without any penalty or further liability of the non-breaching party; (ii) to cure the default, without waiving or releasing the breaching party from any obligations thereof; and (iii) to exercise any and all other rights available to it under law and equity.
- 2.16.2 This Agreement may be terminated by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable.
- 2.16.3 No termination of this Agreement shall relieve either party from paying any sum or sums then due and payable under this Agreement, or from any claims for damages accruing under this Agreement. No termination will

prevent either party from enforcing payment of the sum or sums or claims for damages by any remedy provided by law. The rights and remedies under this Agreement are cumulative and non-exclusive, and the parties may pursue any of those rights and remedies or any other remedies provided by law.

2.16.4 Notwithstanding anything to the contrary contained herein, if it is determined by a federal, state and/or local regulatory agency having jurisdiction, that termination is in the public interest because of a threat to the public safety, health or welfare, Lessor may terminate this Agreement upon thirty (30) days' prior written notice by Lessor to Lessee.

2.16.5 The Lessor may cancel the Lease, with or without cause, upon three (3) months written notice, which shall run from the first of any month in which notice is given until the last day of the third proceeding month. Upon termination of this Lease, either by way of cancellation or expiration, the parties' obligations to each shall cease and the parties shall be released of all obligation and liability to each other from that date forth.

2.17 DEFAULT. Each of the following shall be deemed a default by Lessee and a breach of this Lease.

2.17.1 Non-payment of Rent when due, including any adjustments as required or permitted here-under;

2.17.2 Failure to pay taxes, assessments, insurance payments or other charges required to be paid by Tenant under this Agreement

2.17.3 Failure to use, maintain and operate the Premises or Property as required by this Agreement;

2.17.4 Assigning or subletting the Premises without the express prior written consent of Landlord;

2.17.5 Committing waste on the Premises;

2.17.6 Maintaining, committing or permitting the maintenance or commission of a nuisance on the Premises;

2.17.7 Denying access to the Premises;

2.17.8 Using the Premises or Property for any unlawful purpose, whether the purpose is in addition to or in lieu of, the uses specifically permitted by this Agreement;

2.17.9 Failure to comply with the terms and conditions of this Agreement within the Cure Period. No such failure, however, will be deemed to exist if Landlord or Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord or Tenant.

2.17.10 The failure to comply with any term or condition of this Lease or of the bid specification.

2.17.11 Any vacating or abandonment of the Leased Premises by Lessee, during which Lessee for more than three (4) consecutive months unless ordered to do so by a duly authorized legal authority or for other cause beyond Licensee's reasonable control.

2.17.12 Failure to perform any other obligation or covenant for a period of thirty (30) days after receipt of such notice from Lessor specifying the failure. If such failure of performance is one which cannot with due diligence be cured within such thirty (30) day period, such failure of performance shall not be deemed a default if Lessee shall have

commenced good faith efforts to rectify the same within said thirty (30) day period and provided further that such efforts shall be prosecuted to completion with reasonable diligence, but in no event shall any cure period be more than ninety (90) days.

2.17.13 The failure to comply with any term or condition of the Lease or of the bid specification.

2.18 REMOVAL.

2.18.1 Upon the expiration of the Initial Term or any Extension Term, as herein defined, or upon the sooner termination of this Agreement, Lessee shall remove and any related property, equipment, and supplies from the Leased Premises, and surrender the Leased Premises to Lessor. Lessor must inspect the Lease Property to ensure it is free from material defects as determined in the sole discretion of the Lessor. Any cost of removal or restoration shall be the exclusive obligation and responsibility of the Lessee.

2.18.2 In the event Lessee fails to remove any related property, equipment, supplies and materials upon the expiration or termination of this Agreement, Lessor shall have the right to perform all reasonable and necessary work to restore the Leased Premises to the same condition as existed at the Commencement Date, at Lessee's sole cost and expense. Lessee shall be liable to Lessor for all costs, expenses and fees incurred by Lessor, including attorneys' fees and costs of suit.

2.18.3 Any portions of any related property, equipment, supplies and materials upon the expiration or termination of this Agreement, that Lessee does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord.

2.19 HOLD OVER.

2.19.1 Lessor acknowledges the importance to Lessor that occupancy of the Leased Premises be surrendered at the expiration or sooner termination of this Lease. Les-see agrees to and shall indemnify and save Lessor harmless against any and all reasonable costs, claims or liabilities directly or indirectly resulting from delay by Licensee in so surrendering the Leased Premises, including, without limitation:

2.19.1.1.1 any claims made by any succeeding lessee founded on such delay;

2.19.1.1.2 any expenses or losses incurred by Lessor due to the cancellation or modification of a new lease with a succeeding lessee for the succeeding term; and

2.19.1.1.3 iii. any other extra expenses incurred in reletting the Leased Premises.

2.19.2 In no event shall any provision hereof or otherwise be construed as permitting Lessee to hold over in occupancy of the Leased Premises beyond the expiration of the Initial Term or any Extension Term, as herein defined, or upon the sooner termination of this Agreement. Holdover tenancy is expressly prohibited.

2.19.3 The rights and obligations hereunder shall continue after the termination or expiration of this Agreement.

2.20 NO ASSIGNMENT. Lessor may not assign, sublet or otherwise transfer all or any part of its interest in this Agreement or in the Leased Premises without the

prior written consent of the Lessor; provided, however, that Lessee may without any approval or consent of Lessor assign its interest to any entity which acquires all or substantially all of Lessee's assets by reason of a merger, acquisition or other business reorganization, provided that any such assignee expressly agrees in writing to assume all of Lessee's obligations and liabilities hereunder. Any attempted assignment or sublease without the prior written consent of the Lessor, shall immediately void this Lease.

- 2.21 **NOTICES.** Any and all notices and other correspondence required or permitted to be given in connection with, or pursuant to, this Agreement, shall be in writing and either delivered personally to the parties or sent by United States registered or certified mail, return receipt requested, with full postage prepaid and addressed to the parties at their respective addresses first hereinabove set forth, or to such other addresses as the parties may, from time to time, designate by written notice to the others in the foregoing manner.
- 2.22 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to conflicts of law provisions thereof.
- 2.23 **DISPUTE RESOLUTION.** Any legal action or proceeding commenced to enforce any provision of this Agreement, or otherwise arising out of or relating to this Agreement shall be commenced in the Superior Court of New Jersey, Bergen County, and the parties specifically consent to be subject to the jurisdiction of that Court.
- 2.24 **FORCE MAJEURE.** Neither party shall be responsible for any delays, losses, damages, or failures of performance of any of its obligations under this Agreement where such delays, losses, damages, or failures are due to an act of God; fire, earthquake, landslides, hurricanes, tornadoes, severe weather; partial or entire failure of utilities, a flood greater than the regional one hundred (100) year flood; war, blockade, insurrection, riot or civil disturbance, acts of a public enemy; declared public health emergency; sabotage or similar occurrence; any exercise of power or eminent domain, condemnation or other taking by the action of any Governmental Body on behalf of any public quasi-public or private entity; any act of Governmental Body; or a change in Law.
- 2.25 **ENTIRE AGREEMENT.** This Agreement, together with the Bid Specifications, and any exhibits attached hereto and incorporated by reference herein, constitutes the entire agreement of the parties hereto, and no promises, covenants, agreements, representations or warranties, other than those expressly set forth herein, have been made or relied upon by any of the parties hereto. This Agreement supersedes all previous contemporaneous agreements, understandings, representations and warranties between the Parties. Any earlier agreements between the Parties are null and void, and of no further effect after the date hereof.
- 2.26 **NO ORAL MODIFICATION.** This Agreement may not be modified, altered, amended, changed or waived, except pursuant to a writing signed by all of the parties hereto, and it is agreed and understood that no verbal or oral agreements, promises or understandings shall be binding upon either the Lessor or Lessee in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Lease shall be void and ineffective unless made in writing and signed by the Parties.
- 2.27 **NO WAIVER.** The failure of any party at any time to require performance of any provision hereof shall in no manner affect the right of such party to enforce the

same at a later time. No waiver by any party of the breach by any other party of any provision contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such breach, or a waiver of the breach of any other provision hereof.

- 2.28 **SEVERABILITY AND REFORMATOIN.** In the event that any provision set forth herein (or any part thereof) is held to be invalid or unenforceable by any court of competent jurisdiction, or otherwise conflicts with applicable law, such provision (or part thereof) shall be deemed reformed to comport with the requirements of applicable law, if and to the extent possible, or, if or to the extent not possible, deleted here from, and this Agreement shall be construed to give effect to the reformed and/or remaining provisions (and parts thereof).
- 2.29 **BINDING EFFECT.** All rights and liabilities herein given to, or imposed upon the respective parties hereto, shall extend to and bind the several and respective heirs, personal representatives, successors and permitted assigns of said parties
- 2.30 **SURVIVAL.** Any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.
- 2.31 **CAPTIONS.** All caption headings used herein are for convenience of reference purposes only and shall have no significance in the interpretation of the provisions, terms or conditions hereof, and shall not be construed to define, enlarge or limit the rights, obligations or duties of the parties hereto.
- 2.32 **INTERPRETATION.** The words "hereof", "herein" and "hereunder" and words of similar Import, when used in this Agreement, shall be deemed to refer to this Lease as a whole and not to any particular provision of this Agreement. Use of the term "including" will be interpreted to mean "including but not limited to." The singular use of words includes the plural where appropriate. For all purposes of this Agreement, words connoting a particular gender shall, where applicable, mean and include the correlative words of the other genders, and words importing the plural number shall, where applicable, mean and include the correlative words of the singular number and vice versa.
- 2.33 **AUTHORITY.** Each Party acknowledges and represents that it is duly organized, validly existing and in good standing, and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.
- 2.34 **MULTIPLE COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original hereof, but all of which shall be one and the same instrument and, in making proof hereof, a party shall be required to produce only a single counterpart.

BOROUGH OF BERGENFIELD

BID PROPOSAL

Lease of Real Property – Tennis Courts

To: Corey Gallo
Borough Administrator
Borough of Bergenfield
198 North Washington Avenue
Bergenfield, N.J. 07621

Dear Mr. Gallo:

_____ shall make this proposal with full knowledge of all
(Name of Company)

stipulations, conditions and requirements. During the term of the lease MINIMUM annual rent must be at least twenty thousand dollars (\$20,000) per annum.

Company Name _____

Address _____

Annual Rate to be paid for
Property lease _____

(In Words)

Annual Rate to be paid for
Property lease _____

(In Dollars)

The Borough reserves the right to reject any and all bids, either in whole or in part, when, in the judgment of the governing body, the public interest will best be served by doing so.

| | |
|--|-----------------------------------|
| Company Name | Federal ID # or Social Security # |
| Address | City, State, Zip |
| Print or Type Name and Title of Authorized Agent | Signature of Authorized Agent |
| Date | Phone |
| Fax | Email |

**BOROUGH OF BERGENFIELD
 BID DOCUMENT CHECKLIST
 LEASE OF REAL PROPERTY – TENNIS COURTS**

| <i>Required By Owner</i> | <i>Initial each required entry & if required submit the item</i> |
|--|--|
| <input checked="" type="checkbox"/> Bid Proposal Form | _____ |
| <input type="checkbox"/> Bid Guarantee | _____ |
| <input type="checkbox"/> Consent of Surety | _____ |
| <input type="checkbox"/> Performance Bond | _____ |
| <input type="checkbox"/> Labor and Material Payment Bond | _____ |
| <input type="checkbox"/> Maintenance Bond | _____ |
| <input checked="" type="checkbox"/> Acknowledgement of Receipt of Addenda | _____ |
| <input checked="" type="checkbox"/> Affirmative Action Compliance Notice Signature – (Confirm Read) _____ | _____ |
| <input checked="" type="checkbox"/> Affirmative Action Language (Section VII – Statutory Requirements) Signature – (Confirm Read) _____ | _____ |
| <input checked="" type="checkbox"/> Americans with Disabilities Act Signature – (Confirm Read) _____ | _____ |
| <input checked="" type="checkbox"/> Statement of Ownership/Stockholder Disclosure | _____ |
| <input checked="" type="checkbox"/> Proof of New Jersey Business Registration Certificate | _____ |
| <input type="checkbox"/> Prevailing Wage Rates (only when applicable) | _____ |
| <input type="checkbox"/> Proof of Public Works Contractor Registration | _____ |
| <input checked="" type="checkbox"/> Non-Collusion Affidavit | _____ |
| <input type="checkbox"/> List of Subcontractors (only when applicable) | _____ |
| <input checked="" type="checkbox"/> Bidders Qualification Statement | _____ |
| <input type="checkbox"/> Alternate Dispute Resolution | _____ |
| <input checked="" type="checkbox"/> Disclosure of Investment Activities in Iran | _____ |
| <input type="checkbox"/> Certification of Non-Debarment for Federal Contracts | _____ |
| <input checked="" type="checkbox"/> Consent of Insurance | _____ |

This form is required to be submitted. It is provided for bidder’s use in assuring compliance with all required documentation.

NAME OF BIDDER: _____

AUTHORIZED SIGNATURE: _____

TYPE OR PRINT NAME: _____

DATE _____

BOROUGH OF BERGENFIELD

Name of Bidder: _____

Address of Bidder: _____

Telephone: _____

Fax: _____

BIDDERS QUALIFICATION STATEMENT

1. Describe in detail the expected use of the Property?

2. How many years have you, your organization, partners or officers been in business doing the proposed activity that would take place on the Property?

3. List any other names and addresses under which you, your organization, partners or officers, its partners or officers have conducted business in the past five years.

4. How many years have you, your organization, partners or officers been in business under your present business name?

5. Have you, your organization, partners or officers failed to complete a municipal contract or defaulted under any such contract? If yes, please explain and list the municipality involved. (Attach a separate sheet, if necessary.)

6. Did you, your organization, partners or officers ever withdraw your bid after being designated the successful bidder on a municipal contract? If yes, please explain. (Attach a separate sheet, if necessary.)

7. Have you, your organization, partners, or officers been a party to any law suits or legal actions, whether of a civil or criminal nature, arising out of or involving bid contracts or the performance thereof? If so, give details and disposition of the matter.

8. Are there any unsatisfied judgments recorded against you, your organization, partners, or officers? If so, give details, including the name and the address of each judgment creditor and the amount of each judgment.

6. The period of time you, your organization has been continuously engaged in this type of development, operation and maintenance program in New Jersey under the name in which the proposal is submitted.

Any information submitted in the Bidder's Qualification sheet which is false or misleading may be grounds for disqualification of the bidder and rejection to his bid.

BOROUGH OF BERGENFIELD

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

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

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

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

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

OR

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

OR

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

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

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

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

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

Company _____ Signature _____

Print Name _____ Title _____

Date _____

BOROUGH OF BERGENFIELD
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

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

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

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

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

Company _____ Signature _____

Print Name _____ Title _____

Date _____

BOROUGH OF BERGENFIELD
STATEMENT OF OWNERSHIP/STOCKHOLDER DISCLOSURE CERTIFICATION
N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)
THIS STATEMENT SHALL BE INCLUDED WITH BID SUBMISSIONS

1. Legal Name of Business: _____

2. Check One:

- I certify that the list below contains the names and addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

3. Check the box that represents the type of business organization:

- Partnership Corporation Sole Proprietorship
- Limited Partnership Limited Liability Partnership Limited Liability Corporation
- Subchapter S Corporation Other _____

4. Complete if the respondent is one of the 3 types of Corporations:

Date Incorporated: _____ Where Incorporated _____

5. Business Address:

| | | | |
|----------------|-------|-------|-----|
| STREET ADDRESS | CITY | STATE | ZIP |
| TELEPHONE # | FAX # | | |

6. Owners:

Listed below are the names and addresses of all stockholders, partners or individuals who own 10% or more of its stock of any classes, or who own 10% or greater interest therein.

| | |
|------|---------|
| NAME | ADDRESS |
| NAME | ADDRESS |
| NAME | ADDRESS |

CONTINUE ON ADDITIONAL SHEETS IF NECESSARY: Yes No

7. Signature:

Signature: _____ Date: _____

Printed Name and Title: _____

Notary

Subscribed and sworn before me this ____ day of
_____, 2____.

(Notary Public)

(Affiant)

(Print name & title of affiant)

My commission expires:

(Corporate Seal)

**BOROUGH OF BERGENFIELD
NON-COLLUSION AFFIDAVIT**

State of _____
County of _____

ss:

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

I am _____ of the firm of _____
(title or position) (name of firm)
_____ the bidder making this Proposal for the bid proposal entitled
_____, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding
in connection with the above named project; and that all statements contained in said proposal and
in this affidavit are true and correct, and made with full knowledge that the
_____ relies upon the truth of the statements contained in said
(name of contracting unit)
Proposal and in the statements contained in this affidavit in awarding the contract for the said
project.

I further warrant that no person or selling agency has been employed or retained to solicit
or secure such contract upon an agreement or understanding for a commission, percentage,
brokerage, or contingent fee, except bona fide employees or bona fide established commercial or
selling agencies maintained by _____.

Subscribed and sworn to
before me this day
_____ 20____

Signature

(Type or print name of affiant under signature)

Notary public of _____
My Commission expires _____ 20____

(Seal)

BOROUGH OF BERGENFIELD

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

| ADDENDUM NUMBER | DATE | ACKNOWLEDGE RECEIPT (Initial) |
|----------------------------|-------------|--|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

BOROUGH OF BERGENFIELD
DISCLOSURE OF INVESTMENTS ACTIVITIES IN IRAN

BID/RFP/Solicitation: _____ **Bid/Offeror:** _____

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING **EITHER BOX**

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 neither person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury’s Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division’s website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder’s proposal non-responsive. If the Director finds a person or entity to be in violation of 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 party.

PLEASE CHECK THE APPROPRIATE BOX:

| | |
|--|--|
| | I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder’s parents, subsidiaries, or affiliates is listed on the N.J. Department of Treasury’s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 (“Chapter 25 List”). I further certify that I am the person listed above, or I am an officer or representatives of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below. |
| | OR |
| | I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department’s Chapter 25 list. I will provide a detailed, accurate, and precise description of the activities in Part 2, sign, and complete the Certification below. |

Part 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate, and precise description of activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

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 the State of New Jersey 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 State to notify the State 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 the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ **Signature:**

Title: _____ **Date:**

INSURANCE

1. The contractor shall assume the responsibility for his actions and those of anyone else working for him while engaged in any activity connected with this contract. The contractor shall carry sufficient insurance to protect him and the Borough of Bergenfield from any property damage or bodily injury claims arising out of the contracted work.

The insurance to be provided by the successful bidder(s) shall be underwritten by companies as follows:

A) **Comprehensive General Liability** insurance in an amount no less than \$1,000,000.00 combined single limit including broad form comprehensive general liability endorsement and shall include provisions for thirty (30) days written notice of cancellation and/or modification of coverage. The Borough of Bergenfield shall be included as an additional insured.

B) **Worker's Compensation Insurance** in the statutory limits including employer's liability in an amount of no less than \$100,000.00.

C) **Fire and Casualty Insurance** in the amount of no less than 80% of the replacement value.

All policies maintained pursuant to this section shall name the Borough as an additional insured, shall provide a thirty (30) days written notification to the Borough of cancellation and/or modification of such policies and the contractor/vendor shall provide the Borough Clerk's Office with a Certificate of Insurance evidencing such policies and provisions.

All required insurance coverage must be in effect no later than 12:01 a.m. at the start of the day of the contract, including any extensions.

A Certificate of Insurance coverage in accordance with bid requirements shall be submitted with this bid.

Bidder(s) lacking such coverage must have the attached "Consent of Insurance" form fully executed and returned with this bid as proof that such a coverage will be in place at the time of the signing of the contract. Evidence of actual insurance coverage must be by way of certificate which shall be submitted to the Borough clerk's Office with the return of the signed contract.

FAILURE TO ATTACH A CERTIFICATE OF INSURANCE AND RETURN SAME WITH THIS BID OR FULLY EXECUTE THE ATTACHED "CONSENT OF INSURANCE" FORM WILL BE AUTOMATIC CAUSE FOR REJECTION OF YOUR BID.

BOROUGH OF BERGENFIELD
CONSENT OF INSURANCE COVERAGE

WHEREAS, _____ as Principal, has submitted a bid to provide goods and/or services as specified in the subject bid to the Borough of Bergenfield, and whereas, in order for such bid to be considered, proof of insurance must be submitted therewith.

NOW, THEREFORE BE IT KNOWN that, if the Borough of Bergenfield shall accept the bid of the Principal and the Principal shall enter into a contract with the Borough of Bergenfield in accordance with the terms of such bid, we the undersigned do hereby state that we will provide the Principal with insurance coverage as set forth below:

a. The insurance to be provided shall be underwritten by a company licensed to do business in New Jersey.

b. Comprehensive General Liability insurance in an amount no less than \$1,000,000.00 combined single limit including broad form comprehensive general liability endorsement, and shall include provisions for thirty (30) days written notice of cancellation and/or modification of coverage. The Borough of Bergenfield shall be included as an additional insured.

c. Worker's Compensation Insurance in the statutory limits including Employer's Liability in an amount no less than \$100,000.00.

d. Fire and Casualty Insurance in the amount of no less than 80% of the replacement value.

e. All policies maintained shall hereby name the Borough of Bergenfield, 198 N. Washington Avenue, Bergenfield NJ, 07621 as an additional insured and shall provide for thirty (30) days written notice to the Borough of cancellation and/or modifications of such policies and we shall provide the Borough of Bergenfield with certificates of insurance evidencing such policies and provisions.

f. All required insurance coverages must be in effect no later than 12:01 a.m. at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.

Sworn to and subscribed
before on this _____ day
of _____, 20____

NOTARY PUBLIC

PRINCIPAL:

(Bidder's Company Name)

(Authorized Signature on Behalf of the
Principal)

(Print Name)

INSURER:

(Insurer's Company Name)

(Authorized Signature on behalf of the Insurer)

