

LEGAL NOTICE/ADVERTISEMENT

**(Concession at Oceanfront at Newark Avenue)
(2024-26)**

NOTICE IS HEREBY GIVEN that the Borough of Bradley Beach is accepting sealed bids for the award a 2024-26 Concession License to the highest bidder for the use of certain property located at the Oceanfront and Newark Avenue for a concession as approved by the Borough. Bids must be submitted to the Borough Clerk on or before at 11:00AM on Thursday, February 22, 2024. The Concession Premises may be inspected by appointment with the Borough Administrator at 732-776-2999 or ba@bradleybeachnj.gov. The minimum starting bid is \$25,000/year. The complete Notice to Bidders and Concession License Agreement are available at the Bradley Beach Clerk's Office, 701 Main St., Bradley Beach, NJ 07720 Monday – Friday 9:00am – 4:00pm or on the borough website at www.bradleybeachnj.gov

January 22, 2024
Erica Kostyz, RMC, CMR
Municipal Clerk

BOROUGH OF BRADLEY BEACH
COUNTY OF MONMOUTH
NOTICE TO BIDDERS

**CONCESSION LICENSE AT OCEANFRONT LOCATION
WITHIN THE BOROUGH OF BRADLEY BEACH
(Oceanfront at Newark Avenue)**

The Mayor and Council have determined that certain areas on the oceanfront are not needed for public use and are not otherwise dedicated or restricted pursuant to law.

The Mayor and Council of the Borough of Bradley Beach have authorized and directed the Borough Clerk to advertise for bids to award a Concession License upon certain Borough property, as described hereinbelow, pursuant to N.J.S.A. 40A:11-4.1, upon the following conditions:

Use of certain property located at the Oceanfront and Newark Avenue as a beachfront concession, including the deck area immediately adjacent thereto, and the adjoining grass area for the placement of tables and chairs as approved by the Borough (the "Concession Premises). This Concession License includes only use of the Concession Premises and available utilities, and does not include the Borough's provision of any trailer, structure or mobile concession unit. Concessionaire shall provide its own mobile concession unit or other approved concession facility. The Concession Premises and the proposed Concession License Agreement may be inspected by appointment with the Borough Administrator whose phone number is 732-776-2999 and whose e-mail is ba@bradleybeachnj.gov.

Each proposal is subject to the following requirements, together with all terms and conditions of the Borough's Concession License Agreement for the above-described concession:

1. The Concession License shall be awarded to the highest bidder that submits a sealed bid on or before 11:00AM on Thursday, February 22, 2024 to the Borough Clerk's Office, 701 Main Street, Bradley Beach, New Jersey 07720.
2. The term of said lease is from May 15, 2024 to October 15, 2026.
3. The minimum bid that may be accepted by the Borough of Bradley Beach for the first year of the Concession License is \$25,000.00 per year. No Security Deposit is required. There shall be a 3.0% increase in the Annual Fee for the second and third years of the Concession License.
4. The first year's Annual Fee shall be paid by cash or certified check within fourteen (14) days of the execution of Concession License Agreement by Concessionaire and the Borough, and thereafter, all subsequent years' Annual Fees shall be due from Concessionaire on or before January 30th of each applicable year.

5. Within (7) days after adoption of a Resolution by the Borough awarding the Concession License, the Concessionaire must execute the Concession License Agreement on file in the Municipal Clerk's Office located at 701 Main Street, Bradley Beach, NJ and available for review Monday through Friday between the hours of 9:00 a.m. and 4:00 p.m. All bidders should inspect the Concession License Agreement and the Concession Premises prior to bidding insofar as the terms of the Concession License Agreement are incorporated herein. All successful bidders must execute the Other Contract Documents appended to the Concession License Agreement as Exhibit C.
6. The successful bidder must provide proof of insurance to the Borough for liability in the amounts of: (a) \$3,000,000.00 for injuries to one person; (b) \$1,000,000.00 for any one accident; (c) \$100,000.00 for property damage; and (d) Workers' Compensation/Disability Insurance with the limits of liability as required by New Jersey law, in order to provide adequate protection for the Borough, its representative employees and others lawfully on the Concession Premises, against all liabilities, damages and accidents. The Concessionaire shall maintain such insurance in force until vacating the Concession Premises. The Concessionaire shall name the Borough as an additional insured under the said policy, and said policy shall provide for at least ten (10) days advance notice to the Borough before cancellation or non-renewal thereof.
7. The Borough reserves the right to reject the highest bid, and to reject any and all bids and waive any minor non-material defects as be in the best interests of the Borough.

January 22, 2024

BOROUGH OF BRADLEY BEACH

Erica Kostyz, RMC, CMR

Municipal Clerk

CONCESSION LICENSE AGREEMENT

THIS CONCESSION LICENSE AGREEMENT (this "Agreement") is entered into on this _____ day of _____, 20____, between:

BOROUGH OF BRADLEY BEACH, a municipal corporation of the State of New Jersey, whose address is 701 Main Street, Bradley Beach, New Jersey 07720 (hereinafter, referred to as the "Borough");

AND: _____,

whose address is _____
(hereinafter, referred to as the "Concessionaire").

WHEREAS, the Borough advertised for receipt of proposals for a Concession License at the Concession Premises located at the Oceanfront and Newark Avenue. The Concession Premises include the deck area immediately adjacent thereto, and the adjoining grass area for the placement of tables and chairs as approved by the Borough in compliance with all health and public safety regulations from applicable authorities. This Concession License includes only use of the Concession Premises and available utilities. This Concession License does not include the Borough's provision of any trailer, structure or mobile concession unit. Concessionaire shall provide its own mobile concession unit or other such approved concession facility; and

WHEREAS, the Concessionaire submitted the highest responsible proposal in response to the Borough's Notice to Bidders, which Notice is attached hereto as Exhibit A; and

WHEREAS, the Concessionaire acknowledges and agrees that the Concessionaire is familiar with the Concession Premises, as well as the Concessionaire's designated area(s) thereupon and the Concessionaire's permitted business activities thereat, as described in the Borough's Notice to Bidders, Resolution of Award, and this Agreement;

NOW, THEREFORE, IT IS AGREED between the Borough and the Concessionaire that they do hereby enter into this Agreement for Concession Rights at the Concession Premises under the terms and conditions set forth as follows:

1. Integration. All provisions contained herein, together with the Notice to Bidders (Exhibit A hereto), the Resolution awarding this Concession License (Exhibit B hereto), and the Other Required Contract Documents (Exhibit C hereto) are each hereby incorporated into this Agreement by reference and made a part hereof and shall have the same force and effect as if set forth specifically and at length herein. The documents referenced in this paragraph 1, along with this Agreement, are hereinafter referred to collectively as the "Contract Documents".

2. Description of Transaction. The Borough grants a revocable Concession License to the Concessionaire to occupy and operate a concession at the Concession Premises, as described in the Contract Documents. The initial term of this license shall commence on May 15, 2024 and terminate on October 15, 2026.

3. Concession License Annual Fees. This Agreement shall be executed by the Concessionaire within seven (7) days following approval of the Resolution attached hereto as Exhibit B. The Concessionaire shall pay to the Borough an Annual License Fee during the term, and any extended term, of this Agreement as follows:

First Year Concession License Annual Fee \$ _____

Second Year Concession License Annual Fee \$ _____
(+3.0% of First Year)

Third Year Concession License Annual Fee \$ _____
(+3.0% of Second Year)

Payment by the Concessionaire of the First Year Concession License Annual Fee, as established by the Concessionaire's winning bid, shall be made by cash or certified funds to the Borough within fourteen (14) days of the execution of this Agreement by the Concessionaire and the Borough. The Concessionaire shall pay the Annual Fees for all subsequent years on or before January 30th of the applicable year. The Concessionaire shall maintain sales/rental records of its concession operations and shall permit Borough to inspect same upon reasonable notice.

4. Concession Premises & Concession Operation.

A. *Maintenance.* It is the Concessionaire's obligation to maintain the Concession Premises in good and presentable condition, subject to normal wear-and-tear. The Concessionaire will be responsible for providing its own mobile concession unit or other such concession facility at the Concession Premises, as may approved by the Borough in its sole discretion. The Borough shall be responsible for all existing electric, gas, water, and sewer hook-ups, as may be available at the Concession Premises. The Concessionaire shall be responsible for all tents, poles, equipment, furnishings, and any other structures or fixtures installed by the Concessionaire.

B. *Equipment.* The Concessionaire shall furnish and install all equipment for the operation of the concession at the Concessionaire's own cost and expense. The Concessionaire shall be responsible for the maintenance and repair of any equipment installed at the Concession Premises during the term of this License.

C. *Utilities.* The Concessionaire shall pay for all utilities at the Concession Premises.

D. *Garbage.* The Concessionaire agrees to keep the immediate area of its operations clean at all times, and will not permit garbage, waste or debris of any kind or nature to remain in or about said area. The Concessionaire agrees to handle and dispose of all garbage, waste and debris from its operations in accordance with the regulations established by the Borough from time to time and to police the entire area to keep same free and clear of any and all garbage, waste or debris. The Borough will provide garbage removal services to the Concession Premises in accordance with current Borough ordinances, and the Concessionaire will collect, store, and deposit garbage for removal by the Borough in accordance with applicable beachfront regulations.

E. *Hours of Operation.* The Concessionaire agrees that the concession permitted herein shall be conducted continuously and uninterrupted during the entire summer season which shall be defined as all days comprising and falling between the weekends associated with the Memorial Day and Labor Day Holidays of all years under this Agreement. During such time period, the Concessionaire shall be open and operating the described concession every day during all hours which are regular and customary for such business, but shall be expected to be open and operating during all hours of the Borough's beach operation. The Concessionaire may determine not to operate its concession when not feasible to do so because of inclement weather.

F. *Use of Property.* The Concession Premises is to be used solely as set forth in this Agreement and the Contract Documents and shall be subject to the terms and conditions contained therein. The Concessionaire shall be generally permitted to locate its concession area at a location of its choosing within the Concession Premises. The Borough shall be permitted to direct the Concessionaire to relocate the concession, in its discretion, for whatever reason, except that said relocation shall not unreasonably frustrate the operation of said concession. The Concessionaire and the Concessionaire's agents, representatives, servants, or employees, shall use only that portion specifically described herein, and not any other part of the beachfront, beach or boardwalk area or municipal buildings, for the Concessionaire's business operations. The Concessionaire agrees not to block any access, entrance or exit to the beach, beachfront, or boardwalk, nor encumber or obstruct nor allow the same to be obstructed or encumbered in any manner. The Concessionaire hereby expressly agrees not to interfere with the rights of the public or any person or persons lawfully using the beach, beachfront or the boardwalk. The Concessionaire understands that the area described or established is and shall be subject to the rights and use of the general public, and of the Concessionaire, during non-operating hours and the Concessionaire shall in no way interfere with such rights or use. The Concessionaire agrees that, on any question as to the use of the subject area, or as to the class of goods, wares, or merchandises to be sold by the Concessionaire, or as to the type of equipment and machines to be placed or used therein, or the general conduct thereof, the determination thereof by the Borough shall be final.

G. *Prohibited Acts.* The Concessionaire shall not perform or permit any acts or practices which may injure the Concession Premises or any building or structure located thereon. The Concessionaire shall not conduct its operations in any manner or for any purpose deemed disreputable, illegal, or unduly hazardous on account of fire or otherwise. The Concessionaire shall not solicit trade or bark or cry his, her or its wares or use any devices mechanical or otherwise which may create noise, music or sounds to attract attention to the Concessionaire's business or wares, nor to in any manner audibly attempt to advertise the business, merchandise or wares. The Concessionaire shall not place, nor allow to be placed or affixed, any signs or objects of any kind whatsoever upon, in or about the Concession Premises without same being approved in writing by the Borough. No alcoholic beverages are to be kept at or sold from the Concession Premises.

H. *Borough Control of Beachfront.* This Agreement is made and the Concessionaire accepts same expressly subject to such rules and regulations of the Borough governing the sand, beach, beachfront, pavilions, structures and all other appurtenances and property of the Borough, between the easterly line of Ocean Avenue and low water mark of the Atlantic Ocean which may now exist or which may hereafter be adopted by the Borough. The Borough does hereby reserve

unto itself the right to impose further restrictions concerning any property of the Borough between the easterly line of Ocean Avenue and the low water mark of the Atlantic Ocean, and to prohibit persons clothed in bathing attire, and persons otherwise clad in violation of any ordinance, from entering upon the property of the Borough, unless such persons comply with the rules and regulations which may now be in effect or which may hereafter be adopted and put into effect by the Borough. The Borough has the absolute right to add, delete, modify, alter or close any of its ramps, staircases or accesses to the beach. Any change in accesses to the beach as aforementioned will not affect the enforcement of the within Agreement and the Concessionaire shall make no claim whatsoever for any loss of business or profits or any claim whatsoever against the Borough arising directly or indirectly as a result of the change of accesses to the beach as aforementioned.

5. Security Deposit. The Concessionaire shall not be required to remit or maintain a Security Deposit with the Borough for this License.

6. Insurance. The Concessionaire shall provide proof of insurance to the Borough for liability in the amounts of: (a) \$3,000,000.00 for injuries to one person; (b) \$1,000,000.00 for any one accident; (c) \$100,000.00 for property damage; and (d) Workers' Compensation/Disability Insurance with the limits of liability as required by New Jersey law, in order to provide adequate protection for the Borough, its representative employees and others lawfully on the Concession Premises, against all liabilities, damages and accidents. The Concessionaire shall maintain such insurance in force until vacating the Concession Premises. The Concessionaire shall name the Borough as an additional insured under the said policy, and said policy shall provide for at least ten (10) days advance notice to the Borough before cancellation or non-renewal thereof.

7. Events of Default. The following shall be events of default under this Agreement:

A. Failure, neglect, or refusal of the Concessionaire, its employees, or agents to perform in a timely manner any obligation under this Agreement, such as, but not limited to, failure to obtain all necessary licenses and approvals; refusal or failure to supply materials or labor; and violation of laws, ordinances, rules, regulations, or orders of any authority having jurisdiction over the Concession Premises or the Concessionaire's obligations under this Agreement; or

B. The Concessionaire's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or the appointment of a receiver, trustee, or liquidator for a substantial part of its property; or

C. A bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by or against the Concessionaire under the laws of any jurisdiction, which proceeding had not been dismissed within thirty (30) days; or

D. Any action or answer by the Concessionaire approving of, consenting to, or acquiescing in, any such proceeding in (C) above; or

E. Failure of the Concessionaire to comply with any portion of Section 4 of this Agreement or failure to timely pay or tender Annual Fees or Security Deposit hereunder; or

F. Prohibition or suspension of the Concessionaire's performance under the Agreement in any way by the action, ordinance, decision, requirements, order, decree, or judgment of any governmental entity, public authority, or court.

8. Termination of Agreement by the Borough. If the Concessionaire shall default in the performance of any of the terms, conditions, and provisions of this Agreement, then and in that event the Borough may notify the Concessionaire in writing to remedy the neglect or default and require the Concessionaire to comply with the terms, conditions, and provisions of the Agreement which is being violated. If the Concessionaire fails to cure the neglect or fault within seventy-two (72) hours after the delivery thereof or twenty-four (24) hours when, in the opinion of the Borough, immediate action is necessary to safeguard life or property, then and in that event the Borough shall have the right to declare the Concessionaire in default, and to notify the Concessionaire to discontinue the work or any part thereof under the Agreement and at the Borough's option, to terminate this Agreement and to proceed either to perform the work herein specified at its own expense, charging the cost thereof against the Concessionaire, or may let said contract to some other qualified concessionaire, charging the cost and expense thereof in like manner.

9. Additional Remedies. In the event of default by the Concessionaire, the remedies herein provided shall be in addition to and not in substitution of the rights and remedies which would otherwise be vested in the Borough, all of which rights and remedies are specifically reserved. The failure of the Borough to exercise any of the remedies herein provided shall not preclude resort to any other remedy. The use of specific remedies herein provided shall not prevent subsequent or concurrent resort to any other remedy which by law or equity would be vested in the Borough for recovery of damages or otherwise, in the event of default by the Concessionaire.

10. Compliance with Laws and Disputes. The Concessionaire shall comply with all laws, ordinances, rules, regulations, requirements and directives of all governmental authorities. The Concessionaire shall be responsible for abiding by all ordinances and resolutions of the Borough and its Board of Health, including, but not limited to the Concessionaire's obtaining a Mercantile License. All questions or disputes that may arise as to the interpretation or meaning of the Contract Documents, Borough Ordinances, or this Agreement, shall be determined by the Borough Administrator, which decision shall be final and binding upon the Concessionaire.

11. Inspection. In addition to provisions set forth in the Bid Specifications, all of the equipment, facilities, and vehicles used by the Concessionaire in performance hereof shall be subject to inspection by the Borough or its designated representatives for the purposes of determining compliance with this Agreement. Authorized representatives of the Borough shall be permitted access at all reasonable times to all portions of the Concession Premises and shall have the right to inspect the Concession Premises to determine compliance with this Agreement.

12. Suits and Claims. It is hereby mutually covenanted and agreed that the Concessionaire, for the work to be performed by it under this contract, shall be an independent contractor and that as such it will be responsible for all damage, loss (including but not limited to attorneys' fees), injury, or casualties of every description to persons or property that may arise or be incurred in or during the conduct of the said work without regard to whether or not the Concessionaire, its agents, or employees have been negligent, and that the Borough and its agents

and employees shall be by the Concessionaire held and kept free and discharged of and from any and all responsibility and liability therefore of any sort or kind; that the Concessionaire shall assume all responsibility for risks or casualties of every description for loss or injury to persons or property including costs of litigation and counsel fees arising out of the nature of the work, from the action of the elements, or from any unforeseen or unusual difficulty; that the Concessionaire shall make good any damages that may occur in the consequence of the work or any part of it and shall assume all blame, loss, and responsibility of whatsoever nature by reason of neglect or violation of any Federal, State, County, or local laws, regulations, or ordinances. It is not the intention of this Agreement or of anything herein provided to confer a third-party beneficiary right of action upon any person whatever and nothing herein before or herein after set forth shall be construed as to confer upon any person other than the Borough a right of action either under this Agreement or in any manner whatsoever. The Borough shall not be liable for any damage or injury which may be sustained by the Concessionaire or any other person, from the carelessness, negligence or improper conduct on the part of the Borough or the Borough's agents, employees, guests, licensees, invitees, or successors; or attributable to any interference with, interruption of, or for the failure of any services to be furnished or supplied by the Borough. If at any time during the term of this Agreement, the Borough shall engage in the reconstruction, repair or removal of any Borough building or property, including the boardwalk, or the streets, ramps and sidewalks adjacent thereto, and such work shall result in damage to the business of the Concessionaire, the said Concessionaire shall have no claim whatsoever for any such loss of business or profits or any other claim whatsoever against the Borough arising directly or indirectly as a result of said work.

13. Damage to Concession Premises.

A. *Casualty.* It is further agreed that if the Concession Premises or any area in the proximity of same shall become damaged by fire, storm, hurricane, flood or other act of God, to the extent that the Borough deem it necessary to acquire control of said Concession Premises for the protection of the property or for public safety, or to discontinue said concession for said reasons, the decision of the Borough as to same shall be final and binding upon the Concessionaire. The Concessionaire shall, upon the receipt of written notice from the Borough, forthwith discontinue operation of concession thereon, yield up control of the Concession Premises to the Borough, and remove all effects, equipment, structures, fixtures, and other personalty from the Concession Premises as promptly as is reasonably possible. In the case of total destruction of the Concession Premises, not the fault of the Concessionaire, its representatives, employees or occurring otherwise as a result of Concessionaire's operations, either party may terminate this Agreement upon written notice to the other, which will be effective upon receipt. In such case, the Concessionaire shall be entitled to a pro-rata refund of the Annual Fees paid by the Concessionaire until the date of the casualty. Upon partial destruction of the Concession Premises or property located thereon, not the fault of the Concessionaire, its representatives, employees or otherwise occurring as a result of Concessionaire's operations, the Borough shall have the option but not the obligation to effect repairs or otherwise restore the Concession Premises to substantially pre-loss conditions. If the Borough does not repair and restore the Concession Premises within thirty (30) days of the casualty, and the damage substantially interferes with the operation of the Concessionaire's business, then the Concessionaire shall be permitted to terminate this Agreement and receive a pro-rata refund of the Annual Fees paid by the Concessionaire through the date of the casualty.

B. *Property Damages by Concessionaire.* In the event of any damage or injuries to the Concession Premises, or any part thereof, of any kind or nature whatsoever, caused by either the Concessionaire or the Concessionaire's agents, servants, employees, patrons and customers, or by reason of the use of said Concession Premises by the Concessionaire or by operations conducted by the Concessionaire, then the Concessionaire shall cause said damage or injury to be repaired forthwith, at the Concessionaire's own cost and expense, which repairs shall be completed to the satisfaction of the Borough.

14. Business Registration.

The Concessionaire shall provide proof of business registration to the Borough. The Concessionaire shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency. A business organization that fails to provide a copy of a business registration as required by New Jersey law, or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a public contracting agency.

15. Assignment.

The Concessionaire shall not assign or subcontract the whole or any part of this Agreement without the written consent of the Borough.

16. Trade Fixtures and Improvements. Upon the expiration or earlier termination of this Agreement as provided for herein, then all improvements and fixtures that may be installed by the Concessionaire in the Concession Premises shall become the property of the Borough.

17. Signs. The Concessionaire shall be responsible for all signage related to the operation of the concession. Signage must be in compliance with Borough's ordinances and regulations. Any signs to be displayed on the property must be of a "professional" quality and will carry only information pertinent to the business, such as the Concessionaire's logo or the name or logo of any business which makes or distributes equipment involved in Concessionaire's business. All signs are subject to inspection by the Borough, and no third-party advertising shall be allowed.

18. Modification.

This Agreement shall not be modified, except by written modification signed by both parties.

19. American Goods and Products to be used Where Possible.

Only manufactured and farm products of the United States, wherever available, shall be used in fulfillment of this contract pursuant to N.J.S.A. 40A:1 1-18.

20. Entire Agreement.

This Agreement, including all attachments and appendices referred to in this Agreement, constitutes the entire agreement between the Borough and the Concessionaire.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatures, which signatures appear below, have been and are on the date of this Agreement duly authorized with all necessary and appropriate actions to execute this Agreement.

WITNESS & ATTEST

ERICA KOSTYZ, Borough Clerk

BOROUGH OF BRADLEY BEACH

By: _____
LARRY FOX, Mayor

WITNESS & ATTEST

By: _____

Printed Name: _____

CONCESSIONAIRE

By: _____

Printed Name: _____

Title: _____

Company: _____

EXHIBIT A

Notice to Bidders

EXHIBIT B

Resolution Awarding Contract

EXHIBIT C

Other Required Contract Documents

CERTIFICATE OF OWNERSHIP

WHERE:

TITLE OF WORK: _____
(Complete above exactly as given in Invitation of Bid)

If BIDDER is a proprietorship check here _____ and do not complete this certificate.

In accordance with P.L. 1977, Chapter 33, approved March 8, 1977 stating:

An Act requiring corporate and partnership bidders for State, County, Municipal or School District contracts to submit a list of the names and addresses of all stockholders owning 10% or more of the stock of their corporate stockholders or in the case of a partnership, the names and addresses of those partners owning 10% or greater interest therein.

If BIDDER is a joint venture this Certificate must be made for each partnership or corporation comprising the joint venture. Additional sheets may be used if necessary in which case they should be noted herein, attached hereto and made a part thereof.

The BIDDER certifies the following information:

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)

SS:

COUNTY OF _____)

I, _____, of the municipality of _____, in the State of _____, being of full age and duly sworn according to law, on my oath and say that:

I am employed by the firm of _____, the bidder submitting the Bid Proposal for the above-named project, in the capacity of _____, and I have executed the Bid Proposal with full authority to do so. Further, the bid has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise take any action in restraint of free, competitive bidding in connection with the above-named project. All statements contained in said Bid Proposal and in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the Borough of Bradley Beach rely upon the truth of the statements contained in the affidavit and in said bid proposal 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 the _____.

Name of Firm or Individual

Title

Signature

Date

Subscribed and sworn before me on
this ____ day of _____.

Notary Public of

NJ BUSINESS REGISTRATION CERTIFICATE INFORMATION

These samples below are of the only acceptable business registration certificates. Failure to submit one of these documents with the bid will cause your bid to be rejected, regardless of the fact that a copy may already be on file with the Borough of Bradley Beach.

If you have any questions, or need to register with the State of New Jersey, please contact the following immediately:


New Jersey Division of Revenue

Client Registration Bureau P.O. Box 252 Trenton, NJ 08646-0252 Phone
#: 609-292-1730 Website: www.nj.gov.treasury/revenue/taxreg.htm

| STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS | | DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 302 TRENTON, N.J. 08646-0302 |
|---|----------------------|---|
| TAXPAYER NAME: | TRADE NAME: | |
| TAX REGISTRATION TEST ACCOUNT | CLIENT REGISTRATION: | |
| TAXPAYER IDENTIFICATION#: | SEQUENCE NUMBER: | |
| 970-097-382/500 | 010750 | |
| ADDRESS: | ISSUANCE DATE: | |
| 847 ROEBLING AVE | 07/14/04 | |
| TRENTON, NJ 08611 | | |
| EFFECTIVE DATE: | | |
| 01/01/01 | | |
| FORM BR0100-01 | | |

John S. Tully
Acting Director

This Certificate is NOT negotiable 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 | |

EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the Borough and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Commission, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Commission and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program? Yes () No ()
If yes, please submit a photostatic copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Commission as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes () No ()
If yes, please submit a photostatic copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a \$150.00 Fee and forward a copy of the Form to the Commission. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website http://www.state.nj.us/treasury/purchase/forms/AA_%20Supplement.pdf

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

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: | |

**Americans with Disabilities Act of 1990
Equal Opportunity for Individuals with Disability**

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. 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 violated the Act during the performance of this contract, 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 expenses, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administration 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; the contractor shall satisfy and discharge the same as 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 my 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 other provisions of the Agreement or otherwise at law.

Signed, Sealed and Delivered
In the presence of

Signed, Sealed and Delivered
In the presence of

(partnership name)

By: _____
(partner)

By: _____
(partner)

By: _____
(partner)

By: _____
(partner)

(corporation name)

By: _____
President

ATTEST:

Secretary

(Corporation Seal)

STATE OF NEW JERSEY:

:SS.
COUNTY OF _____ :

BE IT REMEMBERED, that on this _____ day of _____,
20 ____, before me, the subscriber _____ personally
appeared on _____ oath, does depose and make proof to my
satisfaction, that _____ is the _____
Secretary of the _____ a corporation of the State of
_____, the Licensee mentioned in the within instrument; that
_____ is
the _____ President of said Corporation; that the
execution, as well as the making of this Instrument, has been duly authorized by a
proper resolution of the Board of Directors of the said Corporation; that deponent well
knows the corporate seal of said Corporation; and the seal affixed to said Instrument is
such corporate seal and was thereto affixed; and said Instrument signed and delivered
by said _____ President, as and for his voluntary act and deed
and as and for the voluntary act and deed of said Corporation, in presence of deponent,
who thereupon subscribed _____ name thereto as witness.

Sworn to subscribed before
me the date aforesaid.

Secretary

A Notary Public of the State of New Jersey
(Notarial Stamp and Seal)

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bidder/Officer: _____

PLEASE CHECK THE APPROPRIATE BOX:

PART 1: CERTIFICATION **BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

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 the 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 NJ Division of Purchase and Property 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 Borough 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 in default and seeking debarment or suspension of the party.

☐ 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 the 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 representative 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 below and sign and complete the Certification below. 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 a detailed, 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/Officer Contact Name: _____ Contact Phone: _____

(Attach Additional Sheet if Necessary)

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

Full Name (Print): _____

Signature: _____

Title: _____ Date: _____

We, stockholders and officers of _____, a
Corporation of the State of _____, the Licensee mentioned
in the a foregoing Lease, do hereby certify that we have read the a foregoing Lease and
hereby each of us does personally guarantee payment of the rent and enforcement of
other terms and conditions of the a foregoing Lease drawn between said corporate
licensee and the BOROUGH OF BRADLEY BEACH.

Signed, Sealed and Delivered
in the Presence of
