

**BID SPECIFICATION  
TOWNSHIP OF OCEAN,  
MONMOUTH COUNTY, NEW JERSEY**

**LEASE OF THE  
MUNICIPALLY-OWNED OFFICE BUILDING  
LOCATED AT  
ONE FREEHOLD ROAD, OCEAN, NJ 07712  
BLOCK 152, LOT 2.01  
FOR A FIVE-YEAR LEASE PERIOD**

Bids will be received by the Township Manager of the Township of Ocean at the Township of Ocean Council Conference Room, Second Floor, 399 Monmouth Road, Oakhurst, NJ, Tuesday, May 3, 2011 at 3:00 p.m. prevailing time.

Prepared by  
TOWNSHIP MANAGER  
732-531-5000

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

Address \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

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**NOTE:** THIS PACKET CONTAINS A COMPLETE SET OF INSTRUCTIONS, BIDDING FORMS AND SPECIFICATIONS.

WHEN SUBMITTING A BID YOU MUST RETURN THE COMPLETE PACKET (SECTIONS VII THROUGH XIII)

**SECTION II - LEGAL NOTICE**

**PLEASE PUBLISH ONE (1) TIME IN THE Saturday, April 9, 2011 ISSUE OF THE ASBURY PARK PRESS**

**LEGAL NOTICE**

**TOWNSHIP OF OCEAN, MONMOUTH COUNTY**

**TAKE NOTICE** that sealed proposals will be received by the TOWNSHIP MANAGER of the Township of Ocean, County of Monmouth, State of New Jersey for the following:

- 1) Lease of the municipally-owned office building located at One Freehold Road, Ocean, NJ; Block 152, Lot 2.01 for a five-year lease period

as more particularly described in the Bid Specifications and Bid Proposal Forms.

**SAID BIDS WILL BE OPENED** and read in public by the Township Manager at the Township Conference Room, 399 Monmouth Road, Oakhurst, New Jersey on Tuesday, May 3, 2011 at 3:00 pm prevailing time.

**SPECIFICATIONS WILL BE ON FILE IN THE** Office of the Township Manager, 399 Monmouth Road, Oakhurst, New Jersey (732-531-5000) and may be inspected by prospective bidders during the normal business hours and bidders will be furnished with a copy of the specification by the Office of the Township Manager upon proper notice.

**SUBMISSION OF BIDS:** The completed bid form, proposals and other items required shall be placed in sealed envelope including the name and address of the bidder and the name of the item on the outside, addressed to the Township Manager, Township of Ocean, and delivered prior to bid opening to the Township at the above address for receiving bids. Proposals must be made on standard proposal forms in the manner designed in the contract documents.

**SECURITY DEPOSIT:** Is required in the amount of not less than ten percent (10%) of the total amount of the bid of the first year's rent indicated in the bid.

**STATUTORY REQUIREMENTS** bidders are required to comply with the requirements of P.L. 1975, c. 127 (NJAC 17:27), the applicable requirements of NJSA 40A:11-1 et. seq. the "Local Public Contracts Law," and comply with the mandatory requirements of the law:

- 1) P.L. 1977, c.33 Stockholders or Partnership Disclosure Requirements (NJSA 52:25-24.2)
- 2) 1990 – Title 11 Americans with Disabilities Act (42 USC S121 01 et seq.)
- 3) P.L. 2004, c.57 NJ Business Registration Requirements (NJSA 52:32-44)

**AWARD** of the contract will not be made until the necessary funds have been provided to the Township of Ocean in a lawful manner.

**REJECTION OF BIDS:** The Township Council reserves the right to reject any and all bids or to waive any formalities, where such formality is detrimental to the best interest of the MUNICIPALITY.

**By ORDER** of Mayor and Council of the Township of Ocean

VINCENT G. BUTTIGLIERI, RMC  
MUNICIPAL CLERK

## **SECTION III - INSTRUCTIONS TO BIDDERS**

### **USE OF SEPARATE BID FORMS**

Attention is directed to the fact that these Specifications include a complete set of bidding forms. These are for the convenience of bidders **AND ARE NOT TO BE DETACHED FROM THE SPECIFICATIONS.**

### **INTERPRETATIONS AND APPROVALS**

No oral interpretations as to the meaning of the Specifications will be made to the bidder. Any inquiry received five (5) or more days prior to the date fixed for opening of bids will be given consideration. Every interpretation or approval for substitution made to a bidder will be in the form of an addendum to the specification, which, if issued, will be on file in the office of the Township Manager. In addition, addenda will be mailed to each bidder, and it shall be the bidder's responsibility to make inquiry as to the addenda issued. All such addenda shall become part of the Contract and all bidders shall be bound by such addenda, whether or not received by the bidder.

Every request for an interpretation or approval for substitution shall be made in writing.

### **SUBMISSION OF BID PROPOSAL**

All bids must be submitted on forms prepared by the Township of Ocean and shall be subject to all requirements of the Specifications, including drawings and this Instructions to Bidders. **DO NOT DETACH BID FORMS FROM SPECIFICATIONS.**

Bid documents shall be enclosed in sealed envelopes. They shall be sealed and clearly labeled with the words "Bid Documents", the project name and name of bidder. The Township of Ocean may consider as informal any bid on which there is an alteration of or departure from the Bid hereto attached.

### **SECURITY DEPOSIT**

The bid must be accompanied by a security deposit which shall not be less than ten percent (10%) of the bid amount of the first year's lease payment total, but not to exceed twenty-thousand dollars (\$20,000) and must be a certified check. Certified check must be made payable to the Township of Ocean, Monmouth County, New Jersey. Cash deposits **will not be accepted.**

In the final year of the contract, the security deposit will be refunded within 60 days of the end of the contract or in the case of non-renewal of the contract, within 60 days of the notice of the same and if all conditions of the contract have been met. No bid will be considered unless it is so guaranteed.

The Township of Ocean may make such disposition of the certified check as will accomplish the purpose for which submitted. Certified checks of unsuccessful bidders will be returned as soon as is practicable after the opening of the bids.

## **CORRECTIONS**

Erasures or other changes in the bids must be explained or noted over the signature of the bidders.

## **TIME FOR RECEIVING BIDS**

Sealed bids will be received at the time and place set forth in the Invitation of Bids.

## **OPENING OF BIDS**

At the time and place fixed for opening of bids, every bid received within the time fixed for receiving bids will be opened and publicly read aloud, irrespective of any irregularities therein. Bidders and other persons properly interested may be present in person or by representative.

## **AWARD OF CONTRACT: Reject of Bids**

The contract will be awarded to the responsible bidder submitting the highest proposal complying with the conditions of the Invitation for Bids, provided each such bid is reasonable and it is in the interest of the Township of Ocean to accept it. The bidder to whom the award is made will be notified at the earliest practical date. The Township of Ocean, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the Township of Ocean.

## **PERFORMANCE GUARANTEES - Execution of Contract**

If at any time, in the opinion of the Township of Ocean, the requirements under this contract or any part hereof have been abandoned, are unnecessarily delayed or cannot be completed by the lessee at the rate or within the time specified, or the lessee willfully violates any of the covenants of this contract or executes it in bad faith, the Township may declare the lessee in default of this contract and, with fourteen (14) days written notice, notify the lessee to discontinue all work thereunder and the Township will have the right to cancel the contract.

Subsequent to the award and within the fifteen (15) days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the Township of Ocean a contract in such number of counterparts as the Township of Ocean may require.

The failure of any successful bidder to execute the resulting contract shall constitute a default and the Council may either award the contract to the next responsible bidder or re-advertise for bids, and may charge against the bidder the difference between the amount of the bid and the amount for which a contract for the lease is subsequently executed.

## **INSURANCE COVERAGE**

The lessee shall maintain workers' compensation insurance as required by applicable Labor Law and General Liability insurance coverage as specified in Schedule A - INSURANCE.

The lessee must file a Certificate of Insurance with the Township at the signing of the contract.

## **METHOD OF AWARD**

Award, if made, will be to the highest responsible bidder whose proposal complies in all respects with the requirements therein.

The Township will not be bound by the award nor shall any work be performed on account of the proposed contract until the contract has been fully executed, delivered and approved.

## **NON-COLLUSION AFFIDAVIT AND BIDDER QUALIFICATIONS FORM**

The bidder must submit, as part of his/her bid proposal, a non-collusion affidavit and completed bidder qualification form briefly describing the bidding organization's business qualifications.

## **PROOF OF BUSINESS REGISTRATION**

NJSA 52:32-44 requires that each bidder (contractor) submit proof of business registration with the bid proposal or if a new business, show proof that application has been made for a Business Registration Certificate (BRC). Proof of registration shall be a copy of the bidder's BRC. A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining BRC available on the Internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by phone at (609) 292-1730. NJSA 52:32-33 imposes the following requirements on contracts and all subcontractors that knowingly provide goods or perform service for a contractor fulfilling this contract.

**SECTION IV - Requirements of Prospective Bidder  
(Explanation of Statement of Ownership)**

**P.L. 1977 CHAPTER 33 -(Ownership Statement of Compliance)**

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State or any county, municipality or school district or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board or commission which exercises governmental functions, unless prior to the receipt of the bid of said corporation or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The Disclosure shall be continued until names and addresses of every stockholder owning 10% of the stock of the bidding corporation or 10% of the stock of a corporate stockholder owning 10% of the stock of the bidding corporation or their corporate stockholders are submitted non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, have been listed.

This act shall take effect immediately.

Also enclosed herewith is the Ownership Statement of Compliance Form in compliance with Public Law 1977, Chapter 33.

## **SECTION V - INVITATION OF BID -TOWNSHIP OF OCEAN**

### **INVITATION**

Qualified bidders are invited to bid on the items listed within the package in accordance with the Bid Specifications and the standard Township terms and conditions.

Bids will be received by the Township Manager of the Township of Ocean at the Township of Ocean Council Conference Room, Second Floor, 399 Monmouth Rd., Oakhurst, NJ on Tuesday, May 3, 2011, at 3:00 p.m. prevailing time.

### **GENERAL TERMS**

Bidder is to coordinate all activities through the Department of Administration. This lease may be awarded to that responsible bidder who submits the highest bid.

### **SPECIFICATION TERMS**

All bidders must answer compliance questions in full. Failure to carry out the provisions noted herein may be deemed sufficient reason not to consider the bidder's proposal.

### **CONTRACT TERM**

The Township reserves the right to award a five-year lease agreement. The Township or the lessee shall have the option to cancel the lease agreement at the end of each lease year for any reason providing at least 60 days advance notice is supplied in writing to the other party.

### **TAXES**

Although property is titled to the Township of Ocean, its use is not dedicated to a public purpose. Therefore, the property will be subject to local property taxes. The subject property is known as Block 152, Lot 2.01. Its 2010 total assessment is \$371,500.00. The 2010 tax rate per hundred is \$2.126. The annual taxes for the 2010 tax year were \$7,898.10. The future years' taxes will be based on the tax rate and assessment of the years leased.

The lessee will be responsible to pay the property taxes on the subject property for the months it leases same.

## **SECTION VI - Detailed Requirements Specification for Lease of Office Building**

**LEASED PREMISES:** The leased premises are 1,688 square feet of office space and 4,900 feet of warehouse space. The Township will only consider bids that will utilize both the office and warehouse space.

**TERMS:** All bidders shall submit bids for the following terms:

June 1, 2011 through May 31, 2012  
and June 1, 2012 through May 31, 2016

In the event of a multiple-year lease award, the Township or the lessee shall have the option to cancel the lease agreement at the end of each term for any reason providing at least 60 days advance notice is supplied in writing to the other party.

**BID SECURITY:** Ten percent (10%) of the amount due for the first year's lease payment total term, June 1, 2011 through May 31, 2012, shall accompany the bid in the form of a certified check payable to the Township of Ocean. The successful bidder's check will be retained by the Township in the form of security deposit and will be held for the duration of the contract. Within 60 days following the conclusion of the lease agreement, the security deposit will be returned in full unless the full amount or portion thereof is required to restore the leased premises to pre-leased condition, less normal wear and tear, as determined by the Township. If it is necessary to retain a portion of the bid security, the remaining balance will be returned.

**PAYMENT SCHEDULE:** The monthly lease payments are to be pre-paid on the 1<sup>st</sup> of each month for the duration of the lease period.

**UTILITIES:** The successful bidder shall be responsible for the payment of telephone costs and expenses including the cost of installation of telephones as well as all water, sewer, electric and gas charges and costs, as applicable.

**MAINTENANCE:** The successful bidder shall keep the leased premises clean and presentable, satisfactory to the Township Manager or his designated representative, and shall comply with all ordinances of the Township and statutes of the State of New Jersey and Rules and Regulations as set forth by the Township Manager (including those related to but not limited to snow and ice removal, landscaping, sign maintenance and exterior lighting). Failure to observe proper conditions may subject the successful bidder to costs of additional maintenance or closure of the facility and termination of lease agreement without any requirement for notice. The successful bidder shall be under an obligation to obtain all licenses required by both the Township and the State for the operation of the facility at said bidder's own cost and expense.

The successful bidder is responsible for the safe keeping of any Township-owned inventory and any additional equipment which said bidder brings to the premises for use during the length of the contract.

### **VI-1**

**GARBAGE REFUSE DISPOSAL:** The successful bidder shall make adequate provision for storage, collection and disposal of all garbage, refuse, and recycling.

**REPRESENTATION:** The successful bidder shall not use the name of the Township of Ocean nor incur any bills or order any merchandise, supplies or services in the name of the Township.

**INVESTIGATION:** The Township reserves the right to make such investigations or inspections of the premises as it deems necessary to determine the responsibility of said bidder to operate the premises in full compliance with the terms of the contract and other appropriate regulations. Said bidder shall furnish the Township with all such information and data for this purpose as the Township may require. The Township reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the Township that such bidder is qualified to carry out the obligations of the contract.

**ZONING:** The property is located in a O-1/20 (Office/Limited Service) zone. A listing of permitted uses within this zone is enclosed as Schedule B. If the successful bidder is required to obtain a use variance, then the Township will provide a reasonable period of time for the bidder to seek approval of such a use variance, but in no case will the Township provide more than 180 days to obtain such approval.

**TERMINATION:** It is expressly understood and agreed that in case a default is made in the payment of the rent or any part thereof as herein specified, or if, without the consent of the Township, the successful bidder shall sell, assign, let mortgage, sublet, under-let, under-lease or transfer lease to any other entity, the specified premises or any part thereof, or if default be made in the performance of the covenants and of this agreement on the part of the successful bidder, or the successful bidder shall fail to comply with any of the statute ordinances, rules, orders, regulations, and requirements of the federal, state, county and local governments, or of any and all their departments and bureaus applicable to said services, or if the successful bidder shall file a petition in bankruptcy, or for arrangements or extension under any bankruptcy act, or be adjudicated as bankrupt, or insolvent under federal or state laws, or make an assignment for the benefit of creditors, or take advantage of any insolvency act, the Township may, if Township so elects, at any time thereafter, terminate this lease and the term thereof, upon giving to the successful bidder five (5) days notice in writing of Township's intention to do so, and upon the mailing of such notice, this lease and the terms thereof shall terminate, expire and come to an end on the date fixed in such notice as if said date were the date originally fixed in this lease for the termination or expiration thereof. This paragraph shall also apply when successful bidder shall permit any execution or lien to be levied out of any court or agency against any property of the successful bidder. Notice to one partner shall be notice to the other.

**AWARD OF LEASE:** This lease may be awarded to the highest responsible bidder. Said bidder shall not assign this agreement or sub-lease the premises or any part thereof or occupy or permit the same to be occupied for any business or purpose deemed disreputable or extra-hazardous.

**VI-2**

**MINIMUM BID:** The acceptable minimum bids shall be as follows:

<b>TIME PERIOD:</b>	<b>TYPE OF SPACE:</b>	<b>SQUARE FEET</b>	<b>MIN. BID/SQ. FT.</b>	<b>MINIMUM BID AMOUNTS</b>
June 1, 2011 through	Office	1,688	\$12.00	

May 31, 2016	Warehouse	4,900	\$ 5.20	\$20,256.00 <u>\$25,480.00</u> <u>\$45,736.00</u>

All bids shall be exclusive of property taxes.

**SECTION VII - BIDDER'S CHECK LIST**

TOWNSHIP OF OCEAN

<b>Required by owner</b>	<b>Submission Requirement</b>	<b>Initial each required entry and if required submit the item</b>
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<input type="checkbox"/>	Bid Proposal Form w/ Security Deposit	
<input type="checkbox"/>	Ownership Statement Compliance Form	
<input type="checkbox"/>	Vendor Certification Form	
<input type="checkbox"/>	Bidder Qualification Form	
<input type="checkbox"/>	Non-Collusion Affidavit	
<input type="checkbox"/>	Proof of Business Registration	

\_\_\_\_\_  
**Name of Person preparing Proposal**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Telephone #**

\_\_\_\_\_  
**Date**

**SECTION VIII - BID PROPOSAL FORM**

**FOR THE LEASE OF THE MUNICIPALLY-OWNED OFFICE BUILDING LOCATED AT ONE FREEHOLD ROAD, OCEAN, NJ 07712; BLOCK 152, LOT 2.01, FOR A FIVE-YEAR LEASE PERIOD**

TO : TOWNSHIP COUNCIL OF THE TOWNSHIP OF OCEAN MAYOR AND COUNCIL:

We, the undersigned, do hereby certify and declare that we have carefully examined the Bid Specifications for the lease of the municipally-owned office building located at One Freehold Road, Ocean, NJ 07712; Block 152, Lot 2.01 for a five-year lease period for which an advertisement for bids was published to be received on **Tuesday, May 3, 2011 at 3:00** p.m. at the place designated. We have examined the specifications on file in the office of the Township Manager of the Township of Ocean, and do hereby submit the following bids for the work specified in the manner prescribed by the aforesaid specifications.

**PART 1.**

**SECURITY DEPOSIT: NOT LESS THAN TEN PERCENT (10%) OF THE AMOUNT INDICATED TO ACCOMPANY BID PROPOSAL.**

<b>TIME PERIOD:</b>	<b>TYPE OF SPACE:</b>	<b>SQUARE FEET</b>	<b>BID PER SQ. FT. (Annual)</b>	<b>TOTAL BID AMOUNTS</b>
June 1, 2011 through May 31, 2012	Office	1,688	\$ _____	\$ _____
	Warehouse	4,900	\$ _____	+ \$ _____ = \$ _____
ANNUALLY June 1, 2012 through May 31, 2016	Office	1,688	\$ _____	\$ _____
	Warehouse	4,900	\$ _____	+ \$ _____ = \$ _____

Company \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Witness

(SEAL)

**ATTACH SECURITY DEPOSIT HERE (certified check)**

**SECTION IX - OWNERSHIP STATEMENT COMPLIANCE FORM**

**NOTICE FOR CORPORATIONS AND PARTNERSHIPS**

Chapter 33 of the Public Laws of 1977 (NJS 52:25-24.2 et seq.) provides that no Corporation or Partnership shall be awarded any contract by the State, County, Municipal or School District, or any subsidiary or agency thereof, unless prior to the receipt of the bid corporation or partnership, there is submitted to the public contracting unit a statement setting forth the names and address of all individuals who own ten percent (10%) or more of the stock or interest in the corporation or partnership.

**STOCKHOLDER OR PARTNERSHIP DISCLOSURE STATEMENT**

Please check the appropriate paragraph:

( ) I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

( ) I certify that no stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**BIDDER IS: (CHECK ONE)**

PARTNERSHIP     LIMITED PARTNERSHIPS     LIMITED LIABILITY PARTNERSHIP  
 CORPORATION     LIMITED LIABILITY CORPORATIONS     SUBCHAPTER S CORPORATION  
 JOINT VENTURE     SOLE PROPRIETORSHIP

**STOCKHOLDERS:**

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

THIS STATEMENT SHALL BE INCLUDED WITH BID SUBMISSION

Subscribed and Sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

Notary Public/Seal/Commission expires on \_\_\_\_\_

\_\_\_\_\_  
(Name of Business)

\_\_\_\_\_  
(Affiliate)

\_\_\_\_\_  
(Corporate Seal)

**SECTION X - BIDDER QUALIFICATION FORM**

(N.J.S.A. 40A:11-20)

Lease of the municipally-owned office building located at One Freehold Road, Ocean, NJ 07712; Block 152, Lot 2.01, for a five-year lease period

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

Address \_\_\_\_\_

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

1) How many years has your organization been in business under your present name? \_\_\_\_\_

2) Have any liens or lawsuits of any kind been filed against your company?  
Yes \_\_\_\_\_ No \_\_\_\_\_ Give full details \_\_\_\_\_

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

3) List all contracts which you are now performing or for which you have signed contracts, but not started work (owners' names, location and amounts).

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

4) Additional remarks:

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

5) Provide the names, addresses and phone numbers for three professional references:

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

Signature of bidder's authorized representative: \_\_\_\_\_

Title: \_\_\_\_\_

Witness \_\_\_\_\_ Date: \_\_\_\_\_

(SEAL)

**SECTION XI - NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY )  
 ) ss:  
COUNTY OF )

I, \_\_\_\_\_ of the Municipality of \_\_\_\_\_  
(Print Name)

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

I, am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(Print Title) (Print Name of Firm)

the bidder making the Proposal for the above named Project, and that I executed the said Proposal with full authority to do so: That said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and further agree that I will not so participate in any collusion violate the terms of the specifications, and, in particular, paragraph II E 1, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Ocean relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contact upon and 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:

\_\_\_\_\_  
(Name of Contractor) (N.J.S.A. 52:34-15)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Authorized Signature

Subscribed and Sworn to before me  
this \_\_\_ day of \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
(Print Name and Title)

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Signature of Notary Public  
My Commission Expires on \_\_\_\_\_  
(SEAL)

## **SECTION XII - INSURANCE SPECIFICATIONS - SCHEDULE A**

The lessee, prior to commencing work, shall provide at its own expense, the following insurance to the **TOWNSHIP** together with evidence of such insurance as stated below. Thirty (30) days prior to cancellation or material change or notice of non-renewal of the policies, the lessee shall give notice to the **TOWNSHIP** by registered mail, return receipt requested, for all of the following stated insurance policies. The Certificate of Insurance shall state:

“Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder named to the left.”

All notices shall name the lessee and identify the Agreement. All policies with the exception of workers' compensation shall be endorsed naming the **TOWNSHIP** as additional insured. All policies shall require that the insured will pay all defense claims and any judgments entered therein. It is expected that all policies will be issued on an “occurrence” basis. The **TOWNSHIP** may waive or modify any requirement stated herein if the **TOWNSHIP**, in its sole judgment and discretion, deems it would be in its best interest to do so.

### **A. Workers' Compensation**

The lessee shall obtain Standard Workers' Compensation Insurance indemnifying the lessee against any loss arising from liability or injuries sustained by any and all agents, servants or employees of the lessee who shall be entitled to compensation under the Workers' Compensation Law of the State of New Jersey. If the contractor is incorporated outside the State of New Jersey, the said policy must include the "the Other States Endorsement."

### **B. General Liability**

The lessee shall obtain General Liability Insurance on an “occurrence” form with a one million dollar (\$1,000,000.00) combined single limit of liability per occurrence and a three million dollar (\$3,000,000.00) annual aggregate. The policy will include the ISO Simplified Occurrence Form, the policy will contain no endorsements that would limit or eliminate the coverage provided by the ISO version and will include ISO Form CG-25-03-11-85 Amendment-Aggregate Limits of Insurance (per project).

### **C. Umbrella/Excess Liability**

Excess or Umbrella Liability Policy (to respond in excess of the commercial general liability and employer's liability policies) at the limit of \$5,000,000.00 combined single limits per occurrence.

#### **D. Policy Changes**

If at any time, any of the foregoing policies shall be or become unsatisfactory to the Entity, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Entity, the lessee shall, upon notice to that effect from the Entity, within thirty (30) days obtain a new policy, submit the same to the Entity of approval and submit a Certificate thereof as hereinabove provided. Upon failure of the lessee to furnish, deliver and maintain such insurance as above provided, this Agreement, at the election of the Entity, may be forthwith declared suspended, discontinued or terminated. Failure of the lessee to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the lessee or any liability under the Agreement. All policies required above shall contain a thirty-(30) day notice of cancellation and/or non-renewal and shall require the insured to notify the Entity of its intent to either cancel or not to renew immediately.

#### **E. Insurance Companies**

The Lessee shall use a insurance company (is) that has (have) an A.M. Best Rating of at least A.

The **TOWNSHIP**, at its sole judgment and discretion, if it considers it appropriate to do so, may allow the Lessee to utilize and insure with a rating less than A. All such requests must be forwarded to the **TOWNSHIP** for its review and approval. The Lessee shall use an insurance company(ies) that is (that are) authorized to underwrite insurance risks for the specific line(s) of coverage by the Department of Banking and Insurance of the State of New Jersey.

#### **F. Hold Harmless Provision**

Contractual Liability Insurance: The Lessee shall indemnify, defend, and hold harmless the **TOWNSHIP**, its consultants, its officers, agents, contractors, subcontractors, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorney's fees, because of bodily injury, sickness, disease or death, sustained by any person or persons or injury or damages to, or destruction of, any property directly or indirectly arising out of, relating to, or in connection with the work, whether or not due or claimed to be due, in whole or in part, to the active, passive or concurrent negligence or fault of the Lessee, its officers, agents, servants, or employees and/or any other person or persons and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false, or fraudulent. The Lessee shall furnish evidence to the **TOWNSHIP** that with respect to accomplishing the work in the Agreement, it carries said contractual Liability Insurance in the amounts specified in Paragraph B above.

**SECTION XIII - BUSINESS REGISTRATION CERTIFICATE**

**(Chp. 57, Laws 2004-S1778 required for Contractor & Sub-contractor)**

**“Business Registration Certificate”**

**(C. 57, Laws 2004-S1778)**

Pursuant to P.L. 2004, C.57 all bidders are required to submit a Business Registration Certificate issued by the New Jersey Department of Treasury, Division of Revenue, which will establish that the bidder is registered pursuant to the Business Registration Act.

## SCHEDULE B

Land Development Ordinance  
Township of Ocean  
January 8, 1992  
As Amended through December 31, 2010 – Ordinance 2140  
Article IV – O-1/20 Regulations

21-40 O-1/20 Office/Limited Service Zone.

The purpose of the O-1/20 Office/Limited Service Zone is to provide for the development of professional or general office, medical or dental offices, and limited service uses in the Township of Ocean on lots of 20,000 square feet or larger; to provide for compatible land use relationships to restrict the emission of any environmental pollutants; and to provide for the safe and efficient flow of vehicles to and from the office research areas.

21-40.1 Permitted Uses. A building may be erected, altered or used and a lot or premises may be occupied and used for any of the following purposes:

a. Principal uses shall include:

1. Office buildings for executive or administrative purposes, professional or general offices, and medical or dental offices
2. Laboratories similar to the following but not including manufacturing: biological, chemical, dental, pharmaceutical and general research
3. Data processing and computer operation.
4. In addition to the above, any office-research facility not inconsistent with the above, that is similar in purpose, function, character and effort
5. Indoor recreation facilities
6. Career counseling services and activities

b. Accessory Buildings and Uses Including:

1. Private garage space for the storage of vehicles operated exclusively as part of a permitted use located on the same site.
2. Signs subject to the provisions of this Chapter.
3. Fences and hedges subject to the provisions of this Chapter.
4. Other customary accessory uses and structures which are clearly incidental to the principal structure and use.

c. Conditional Uses. The following conditional uses are permitted subject to approval by the Planning Board and to the special conditions set forth in this Chapter:

1. Child day care centers
2. Satellite antenna dishes greater than two (2) meters in diameter.