

**BOROUGH OF SOUTH TOMS RIVER**  
**NOTICE TO BIDDERS**  
**LEASE OF SPACE AT THE RECREATION BUILDING WITHIN THE BOROUGH OF SOUTH**  
**TOMS RIVER**

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

The Mayor and Council of the Borough of South Toms River have authorized and directed the Borough Clerk to advertise for bids to lease the said property upon the following terms and conditions:

Use of the property located at the Recreation Building, 1 Drake Lane, in the identified area (Schedule A) for use subject to the approval of the Borough. The leasable premises may be viewed by appointment with the Borough Administrator whose phone number is 732.349.0403, and email [Joseph.Kostecki@BoroughsofSouthTomsRiver.com](mailto:Joseph.Kostecki@BoroughsofSouthTomsRiver.com).

Each proposal is subject to the following requirements:

1. The lease shall be made to the highest bidder by open public bidding at auction to be held on Tuesday, January 12, 2021 at the Municipal Building located on 1 Drake Lane in South Toms River at 11:00 a.m
2. The initial term of said lease is from February 1, 2021 to December 31, 2022; subsequent years will be on a calendar basis (January 1 to december 31)
3. The lessee shall be entitled to an extension of two (2) one-year extensions upon review and approval of the performance of the Lessee as provided by law.
4. The minimum bid that may be accepted by the Borough of South Toms River for each lease area is \$ \_\_\_\_\_ . per year.
5. There will be a 3% yearly increase commencing on the second through fifth year (pending extension approval)
6. All bidders must submit to the Borough Administrator/Clerk, along with the bid, a deposit in the amount of One Thousand Dollars (\$1,000.00) by certified or bank check or cash. The deposit will be a credit toward the lease price in favor of the successful bidder and returned to any non-successful bidder within thirty (30) days of the bid award.
7. The balance of the lease price (which is the amount of the bid less the deposit above) shall be paid at the time of the lease execution in cash or by certified bank check, which shall be before February 1, 2021 for the first lease year, and December 30th of each succeeding year.
8. Within ten (10) business days after acceptance of the bid by the Borough Council, the successful bidder must execute the lease agreement which is on file in the municipal clerk's office located at 19 Double Trouble Rd., South Toms River, NJ 08757, and available for review upon request. Due to COVID-19, in-person contact is limited. All bidders should inspect the lease prior to bidding and the terms of the lease are incorporated. All successful bidders must execute a certificate of ownership and non-collusion affidavit.
9. The successful bidder must provide comprehensive general liability insurance in the amount of \$1,000,000.00 as specified in the lease agreement.
10. The Borough Council reserves the right to in any event reject the highest bid, and to reject any and all bids and waive any minor non material defects when it may be in the best interest of the Borough



**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 City/Twn of \_\_\_\_\_, in the State (Commonwealth) 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 South Toms River 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](http://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 282 TRENTON, N.J. 08646-0282
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#: 970-097-382/500	SEQUENCE NUMBER: 0107530	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 01/01/01	<i>J.P. &amp; Tully</i> Acting Director	
FORM BRC(04.01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	



**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004

For Office Use Only:  
20041014112823533

**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 Tenant 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)