

**NOTICE TO BIDDERS**

Notice is hereby given that sealed bids for the lease of four (4) or more classrooms in the Alpine Elementary School, located on Hillside Avenue, in the Borough of Alpine, County of Bergen and State of New Jersey, for use as a summer camp program (or similar function) for a six (6) week period beginning July 2, 2007 and ending August 10, 2007, will be received by the Board of Education of the Borough of Alpine in the business office located at Hillside Avenue in the Borough of Alpine, County of Bergen and State of New Jersey 07062, on Friday, February 16, 2007, until 10:00 A.M. prevailing time, at which time and place all bids will be publicly opened and read aloud.

A copy of the bid form, floor plan, and lease agreement may be inspected and picked up at the board offices between the hours of 9:00 a.m. and 4:00 p.m., except Saturdays, Sundays and holidays. An appointment to inspect the classroom and further information may be obtained by calling Donna Alonso, the School Business Administrator at (201)768-6804, x1119.

All bidders must use and complete the bid forms and shall execute the lease agreement if the bid is accepted. Bids shall be submitted in a sealed envelope with the name of the project, "Lease of Classrooms in the Alpine Elementary School," marked on the front of the envelope. Every bid must be accompanied by a certified check in the amount equal to three (3) weeks of the proposed rent. Bids will be accepted from non-profit and profit entities.

The bid security will be returned to the unsuccessful bidders. No bid may be withdrawn for a period of thirty (30) days after the date set for the opening of bids.

The Alpine Board of Education reserves the right to reject any or all bids and waive any informality in the bidding process if it is in the best interest of the Board of Education. The lease, if awarded, shall be awarded to the highest responsible bidder. No bid shall be deemed accepted until the adoption of a formal resolution by the Alpine Board of Education.

Bidders are required to comply with the requirements of Public Law 1975, Chapter 127, "Law Against Discrimination."

BOARD OF EDUCATION OF THE  
BOROUGH OF ALPINE

BY: \_\_\_\_\_  
Donna Alonso  
School Business Administrator/  
Board Secretary

**LEASE OF A CLASSROOM IN THE  
ALPINE ELEMENTARY SCHOOL**

Invitation to Bid

- A. In accordance with the Notice to Bidders, bids will be accepted by the Alpine Board of Education (hereinafter referred to as the "Board of Education") for the lease of space, including a gymnasium (but not the locker rooms), playground, outdoor basketball court, and four (4) or more classrooms in the Alpine Elementary School for use as a summer camp program (or similar function) for the six (6) week period beginning July 2, 2007 and ending August 10, 2007, will be received by the Board of Education of the Borough of Alpine in the business office located at Hillside Avenue in the Borough of Alpine, County of Bergen and State of New Jersey 07062, on Friday, February 16, 2007, until 10:00 A.M. prevailing time, at which time and place all bids will be publicly opened and read aloud.
- B. The amount of the bid shall be the annual rent the first year of the lease. The minimum bid that will be considered by the Board of Education shall be \$30,000.
- C. Before submitting a bid, all bidders shall become familiar with the Notice to Bidders, Instructions to Bidders, Bid Specifications, Floor Plans, Lease Agreement and other bidding documents. It shall also be the responsibility of every bidder to inspect the school and make such examination thereof as may be necessary to determine the acceptability of the site for use as a school. Appointment for the inspection of the school can be arranged by contacting Donna Alonso, Board Secretary/Business Administrator, at (201) 768-6804, x1119.
- D. Any questions which a bidder may have shall be brought to the attention of the Board Secretary/Business Administrator.
- E. Any prospective bidder who wishes to challenge a bid specification shall file such challenge with the School Business Administrator no less than five (5) business days prior to the bid opening. Challenges filed after that time shall be void and shall have no impact whatsoever on the Board of Education or the award of a contract. Notice of revisions or addenda to the advertisement or bid specifications will be sent in writing, via certified mail, certified facsimile transmission or delivery service to all persons who have picked up a copy of the bidding documents. Said notice shall be published in the Board's official newspaper no later than seven (7) days, Saturday, Sundays or holidays excepted, prior to the date of acceptance of bids. It shall be the responsibility of the Bidder to ascertain that he has received all amendments, revisions and clarifications prior to submitting his bid. Failure to

receive notice of any amendment, revision or clarification when good faith notice is sent or delivered shall not be considered failure by the Board to provide notice and shall not relieve a bidder from any obligation under his bid. All amendments, revisions and clarifications shall become part of the contract documents. In the event the Board is unable to provide notice within the time required, or otherwise fails to provide notices, the Board shall not accept bids and shall readvertise for bids.

#### Obligation of the Bidder

At the time of the opening of the bids, each bidder will be presumed to have inspected the school and to have read and become thoroughly familiar with the Notice to Bidders, Instructions to Bidders, Bid Specifications, Floor Plans, Lease Agreement and other bidding documents. The failure or omission of any bidder to receive or examine any form, instrument or document or to visit the school and acquaint itself with the existing conditions, shall not relieve the bidder from his obligation to lease the school from the Board of Education. A claim of mistake or omission will likewise not excuse a bidder from any obligation under its bid.

#### Prequalification of Bidders

All bidders shall complete a "Qualification Information Statement," attached as Exhibit B, in full. A copy of the form is included as part of the bidding documents. The Board of Education may conduct such investigation as it deems necessary to determine the ability, competence and financial responsibility of the bidder to lease the school. The bidder shall furnish the Board of Education with information and data for this purpose upon request. The Board of Education reserves the right to reject any bid if the information fails to establish to the Board of Education's satisfaction that the bidder is responsible -- properly qualified to lease the school and fulfill its obligations under the terms of the Lease Agreement.

**NOTE:** Bidders must certify that the individual that will be running/supervising the bidder's proposed program on a day-to-day basis has at least five (5) years of experience as a camp director (if a camp is the proposed use of the space) or an equivalent position (if the bidder is proposing an alternate program).

#### Stockholder or Partnership Disclosure Statement

A. Pursuant to P.L. 1977, Chapter 33 (N.J.S.A. 52:25-24.2), all corporations and partnerships shall submit a statement with its bid which sets forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock or of all individual partners in the

partnership who own a 10% or greater interest therein. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner exceeding the 10% ownership criteria have been listed.

- B. Any bidder whose stockholders or partners own less than ten percent (10%) of the stock shall certify such fact to the Board of Education.
- C. A form affidavit is included as part of the bidding documents.

#### Affirmative Action Affidavit

- A. Bidders are required to be familiar with and comply with the affirmative action requirements of P.L. 1977 c.127, and the rules and regulations promulgated by the Treasurer, State of New Jersey pursuant thereto.
- B. Bidders are responsible for being aware of public contract affirmative action requirements, completion of required forms and documents and presentation of such to public agencies and the affirmative action office as required, agreement to the mandatory affirmative action language in the completed agreement, compliance with good faith hiring standards and submission of reports as specified in such language.
- C. A form affidavit is included as part of the bidding documents. If bidder has fifty (50) employees or more, an affirmative action employee information report (Form AA302) shall also be submitted.

#### Preparation of Bids

- A. Bidders shall comply with the requirements contained in the Notice to Bidders, Instructions to Bidders, Bid Specifications, Floor Plans, Lease Agreement and other bidding documents.
- B. All bidders must use and complete the following bid forms in its entirety:
  - 1. Bid Form
  - 2. Qualification Information Statement
  - 3. Stockholder or Partnership Disclosure Statement

4. Affirmative Action Form
5. Affidavit of Non-Collusion
6. Bid Guarantee/Security

Bidders are not permitted to alter bid forms.

- C. Bids must be submitted on the form of proposal furnished by the Board of Education. Where the bidder is a corporation or a partnership, the person submitting the bid must certify that he/she is duly authorized to submit a bid on behalf of the corporation or partnership. The corporate seal should be affixed to the bid. No conditions, limitations or provision may be placed on a bid.
- D. Bids shall be submitted in a sealed envelope with the name and address of the bidder and the name of the project, "Lease of a classroom in the Alpine Hamilton Elementary School," marked on the front of the envelope.
- E. No bid may be withdrawn for a period of thirty (30) days from the opening of the bids.

#### Bid Guarantee/Security

- A. Every bid must be accompanied by a bid guarantee in the form of a certified check, cashier's check or bid bond furnished by a surety company authorized to do business in the State of New Jersey in an amount equal to one (1) month of the proposed rent.
- B. The security shall be forfeited if bidder fails to execute the Lease Agreement with the Board of education within ten (10) days after the lease is awarded. In the event of default and subsequent award of the lease to another bidder, the bidder shall be liable for the difference between the amount of his bid and the amount for which the Board receives on an award to another bidder, less the security.
- C. The bid guarantee shall be retained by the Board of education as security for faithful performance of Tenant's obligations.

#### Award of Lease

- A. The Board of Education reserves the right to reject any or all bids and waive any informality in the bidding process if it is in the best interest of the Board of Education.
- B. A decision on whether the contract will be awarded and to whom it will be awarded shall be made no later than thirty (30) days from the date the bids are opened. The lease, if awarded, shall be awarded to the highest responsible bidder.

Whenever two or more bids are equal, the Board of Education has the absolute discretion to award the lease to either bidder.

- C. If the bidder is a nonprofit entity which will exempt the leasehold premises from property taxes, the amount of property taxes otherwise payable by the Board of education shall be taken into account to determine the highest responsible bidder. The amount of the bid shall, however, not be reduced by the taxes otherwise payable in determining the annual rent.
- D. The lease of the school by a profit entity is contingent upon the bidder obtaining zoning approval. Therefore, if bids are received from profit and non-profit entities, the Board of Education reserves the right to accept the highest responsible bid submitted by a non-profit entity and award the lease to the non-profit entity.
- E. All bid guarantees will be returned, upon request, within ten (10) business days after the bids have been opened. The bid guarantees of the three highest bidders shall, however, be retained until either: (1) three (3) days after the lease is awarded and signed, or (2) all bids are rejected by the Board of Education.
- F. If the highest responsible bidder is not a resident of the State of New Jersey, then the bidder shall designate a proper agent in the State upon whom process may be served as a condition precedent for the awarding of the lease. If the highest responsible bidder is not a corporation of the State of New Jersey, then the awarding of the lease and payment of consideration thereunder is conditioned upon the bidder filing a certificate of doing business in the State of New Jersey and complying with the provisions of N.J.S.A. 14A:13-1 et seq.
- G. THE LEASE IS EXPRESSLY CONDITIONED UPON THE APPROVAL OF THE COMMISSIONER OF EDUCATION.

#### Form of Agreement

The lease documents shall be comprised of the Notice to Bidders, Instructions to Bidders, Bid Specifications, any amendments and clarifications, Floor Plans, the bidding documents and Lease Agreement. A copy of the Lease Agreement is included as part of the specifications.

**BID FORM**

**LEASE OF A CLASSROOM IN THE  
ALPINE ELEMENTARY SCHOOL**

The undersigned agrees to lease space, including a gymnasium (but not the lockers), playground, outdoor basketball court, and four (4) or more classrooms in the Alpine Elementary School in accordance with the Notice to Bidders, Floor Plan and Lease Agreement if the following bid is accepted:

Four Classrooms Total Rent  
July 2, 2007 through August 10, 2007: \$ \_\_\_\_\_

Alternate No. 1

Five Classrooms Total Rent  
July 2, 2007 through August 10, 2007: \$ \_\_\_\_\_

Alternate No. 2

Six Classrooms Total Rent  
July 2, 2007 through August 10, 2007: \$ \_\_\_\_\_

**BID SECURITY:** Enclosed with this bid form is a security in the form of a certified check equal to three (3) weeks rent payable to Alpine Board of Education.

Submitted by:

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

Address: \_\_\_\_\_

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

I certify that I am authorized to submit this bid on behalf of the bidder and that the information contained on all of the bidding documents are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

WITNESS:

**BID SPECIFICATIONS**  
**LEASE OF A CLASSROOM IN THE**  
**ALPINE ELEMENTARY SCHOOL**

1. Leasehold Premises:

- a. The Alpine Board of Education (hereinafter referred to as the "Board of Education" or "Landlord") desires to have classrooms in the Alpine Elementary School for use as a summer camp program (or similar function.)
- b. Tenant shall be permitted to use the following areas of the school between the hours of 8:00 a.m. to 4:00 p.m. on Monday through Friday during the months of July through August:
  - i. Rooms \_\_\_\_\_;
  - ii. Gymnasium;
  - iii. Playground; and/or
  - iv. Parking lot.
- c. A copy of the floor plan is attached hereto as Exhibit A and is incorporated in the terms of this Lease Agreement. The time of Tenant's use of the playground, outdoor basketball court and the location of the parking area, which Tenant shall be permitted to use, shall be determined by the Landlord.

2. Permitted Use

- a. Bids will only be accepted from entities which intend to use the classrooms for the operation of a summer camp program or similar function. Tenant agrees to comply with all federal and state laws that govern the operation of such program(s) in the State of New Jersey.
- b. Bidders shall not be permitted to have more than twenty (20) students using a classroom at any point in time.

3. Term

- a. The term of this Lease Agreement shall be for six (6) weeks beginning July 2, 2007 and expiring August 10, 2007.



4. Approval by State of New Jersey

- a. **Upon the acceptance of the bid, the Board of Education shall obtain the approval of the Commissioner of Education to lease the school to the successful bidder.** Approval is based on a determination of whether the use of the school by the successful bidder is compatible with the establishment and operation of the schools in the Alpine School District. The successful bidder shall provide the Board of Education with any information or documentation that may be required by the Commissioner of Education in reviewing the application.
- b. If the application is denied, then the successful bidder shall be entitled to the return of its security and the parties' obligations under the terms of the Lease Agreement shall be terminated.

5. Maintenance

- a. Tenant shall not permit its agents, employees, guests, licensees and invitees to damage or deface the leasehold premises or discard debris or trash in places other than the appropriate receptacles. Custodial and maintenance service shall be furnished by the Landlord at the Tenant's cost and expense. The cost for custodial and maintenance services shall be paid by the Tenant to the Landlord at the time the monthly rent is due and shall be deemed additional rent.

6. Utilities

- a. Except for telephone charges, utilities shall be furnished by the Landlord at the Tenant's cost and expense. The cost of utilities shall be paid by the Tenant to the Landlord at the time the monthly rent is due and shall be deemed additional rent. Utilities shall be calculated by use of the following formula:  $(\text{Rented Space Sq. Footage} / \text{Total Building Sq. Footage}) \times \text{Monthly Utility Charge}$ . Any partial month's bill shall be prorated accordingly.

7. Rent

- a. Every bidder shall set forth the total rent for the lease term on the bid form together with alternate amounts in the event bidder wishes to lease five (5) or six (6) classrooms. The amount bid shall be the total rent, which shall be payable in two (2) equal installments on July 2, 2007 and on July 25, 2007. A five percent (5.0%) late charge shall be paid by the Tenant for all payment not received within ten (10)

days of the due date and shall be deemed additional rent. A minimum bid that shall be accepted by the Board of Education is set forth in the Instruction to Bidders. The bidder is not permitted to submit a bid which sets forth a different formula for calculating the rent.

8. Insurance

- a. Tenant shall obtain and maintain during the term of this Lease Agreement, at its own cost and expense, comprehensive general liability insurance under a policy as broad in scope as that in general use by domestic insurers licensed to do business in the State of New Jersey, in amounts not less than one million dollars (\$1,000,000) combined single limit personal injury and property damage insuring the Landlord and Tenant against any and all liability or claims arising out of, connected with or resulting directly from and during Tenant's use of the leasehold premises. Landlord and the Borough of Alpine shall be named as an additional insured under the insurance policy. In addition, Tenant shall obtain and maintain workers' compensation coverage for its employees.
- b. A certificate of insurance which evidences the foregoing coverages shall be furnished to the Landlord no later than ten (10) days after this Lease Agreement is executed. The certificate of insurance shall also contain a ten (10) day cancellation and/or modification clause with a requirement of written notice to the Landlord by the insurance company.
- c. Tenant waives all rights of recovery against the Landlord, its agents or employees for any loss, damage or injury of any nature whatsoever to property or persons for which the Tenant is insured. Tenant shall obtain a waiver of subrogation rights endorsement from its insurance carrier which shall be included in the certificate of insurance furnished to the Landlord.

9. Cost of Operations

- a. Tenant shall be responsible for all costs incurred in connection with the operation of a summer camp program or similar function program in the leasehold premises and agrees not to allow a lien to be created or levied against the leasehold premises.

10. Use of Leasehold Premises

- a. Tenant shall not interfere with the orderly operations of the Landlord or the peaceful enjoyment of the neighbors' property, and shall not encumber or obstruct

the sidewalks, driveway, entrances, exits, hallways and stairs of the leasehold premises. The portion of the school and parking lot that are not leased will be used by the Landlord for administrative offices and operation of an elementary school. Tenant shall comply with all of the Landlord's procedures for fire drills and evacuation in the event of an emergency.

- b. Landlord shall not interfere with the orderly operations of the Tenant's program. Nothing contained herein shall, however, prevent the Landlord from inspecting the leasehold premises to determine whether there has been a violation of the terms of this Lease Agreement or from showing the leasehold premises, upon reasonable notice to Tenant, to persons who seek to lease the premises upon expiration of the term of this Lease Agreement or purchase Landlord's property.

#### 11. Signs

- a. Tenant shall not place nor allow to be placed any sign upon, in or on the leasehold premises without the prior approval of the Landlord. Approval shall not be unreasonably withheld by the Landlord. Any signs permitted by the Landlord shall at all times conform with all municipal ordinances or other laws and regulations applicable thereto.

#### 12. Alterations

- a. Tenant shall not make any alterations, additions or improvements to the leasehold premises without the prior written approval of the Landlord. If approval is granted by the Landlord, any alterations, additions or improvements shall be returned to the pre-existing condition at the expiration of the term of this Lease Agreement, if required by Landlord, at the Tenant's own cost and expense.

#### 13. Repair

- a. Landlord agrees to repair the structure of the school, window air conditioning units and the electrical, plumbing and heating systems, except if the need for the repair is caused by the intentional or negligent acts of the Tenant, its agents, employees, guests, licensees or invitees, in which event the Tenant shall bear the cost of the repairs. Landlord shall, however, not be responsible for the repair of any improvements to the foregoing systems which the Tenant have made as a result of its occupancy of the leasehold premises.
- b. Tenant has examined the leasehold premises and has entered into this Lease Agreement without any

representation on the part of the Landlord as to the condition thereof. Tenant shall not make any improvements or repairs to the leasehold premises. At the expiration or termination of this Lease Agreement, the Tenant shall return the leasehold premises to the same condition which existed at the time it assumed possession of the leasehold premises, wear and tear from reasonable use thereof excepted.

14. Damage

- a. If the leasehold premises is destroyed or damaged by the carelessness, negligent or intentional conduct on the part of the Tenant, its agents, employees, guests, licensees or invitees, the Tenant shall repair the damage and restore the leasehold premises to its original condition at the Tenant's own cost and expense.
- b. In the event of a fire that was not caused by the intentional or negligent acts of the Tenant, its agents, employees, guests, licensees or invitees, the Landlord shall promptly repair the resulting damage, and Tenant's obligation to pay rent and responsibility for other charges in accordance with the terms of this Lease Agreement shall not cease. The proceeds of the insurance policy maintained in accordance with Article 8 of this Lease Agreement shall be delivered to the Landlord to pay for the repairs, and the insurance company shall not have recourse against the Landlord for reimbursement. If, however, the Landlord determines that the leasehold premises are destroyed or extensively damaged so that, in its opinion, it cannot restore the leasehold premises to its original condition within a reasonable period of time, then this Lease Agreement shall be deemed to expire on the date notice is given to the Tenant.

15. Non-Liability of Landlord

- a. Landlord shall not be liable for any damage or injury which may be sustained by the Tenant as a consequence of the failure, breakage, leakage or obstruction of the water, plumbing, steam, sewer, pipes, roof, drains, leaders/gutters, the electrical, gas, sprinkler or heating systems, or by reason of the elements, whether resulting from the carelessness, negligence or improper conduct on the part of the Landlord's or the Tenant's agents, employees, guests, licensees or invitees, or attributable to any interference with, interruption of or failure beyond the control of the Landlord of any services to be furnished or supplied by the Landlord.

16. Risk of Loss/Indemnification

- a. Except for such losses, damages and injuries to property and persons occasioned by the negligence or willful act of Landlord, its agents or employees, Tenant assumes the risks, responsibility and liability for all losses, damages and injuries to persons and property which may be incurred by Landlord or any other persons as a result of Tenant's use of the leasehold premises. Tenant shall indemnify and hold the Landlord harmless from all such claims, actions, lawsuits and proceedings, including the payment of all costs, expenses, reasonable attorneys fees, damages and liabilities arising out of, connected with or resulting directly or indirectly from and during Tenant's use of the leasehold premises. Tenant shall promptly satisfy, pay and discharge all judgments that may be recorded against Landlord in any such action, lawsuit or proceeding.

17. Reimbursement of Landlord

- a. If the Tenant should fail or refuse to comply with and perform any obligation under the terms of this Lease Agreement, the Landlord may, if the Landlord so elects, cure the default, at the Tenant's cost and expense, and the cost and expense shall be payable by the Tenant to Landlord on demand, or, at the option of the Landlord, it shall be added to the monthly rent due immediately thereafter. This remedy shall be in addition to any other remedy that the Landlord may have under the terms of this Lease Agreement for Tenant's breach of any obligation thereunder.

18. Security

- a. An amount equal to three (3) weeks rent and reimbursable expense shall be held by the Landlord as security for the faithful performance of Tenant's obligations under the terms of this Lease Agreement. The security deposit shall be delivered to Landlord not later than ten (10) days from the date this Lease Agreement is signed and deposited in a non-interest bearing account. During the term hereof, the Landlord may, if the Landlord so elects, have recourse to such security to cure any default by the Tenant, in which event the Tenant shall, on demand, promptly restore the security to its original amount. The security deposit shall be returned to Tenant by Landlord at the expiration of the term of this Lease Agreement, provided that the Tenant has satisfied all of its obligations thereunder. If the security is not sufficient to satisfy all of Tenant's obligations, the

Tenant shall remain liable for its remaining obligations under the terms of this Lease Agreement.

19. Default

- a. If: (a) there should occur any default on the part of the Tenant in the performance of any obligation under the terms of this Lease Agreement; (b) during the term hereof the leasehold premises or any part thereof shall be or become abandoned, deserted or vacant; (c) Tenant be evicted by summary proceedings or otherwise; (d) Tenant be adjudicated a bankrupt, insolvent or placed in receivership, or should proceedings be instituted by or against the Tenant for bankruptcy, insolvency, receivership, agreement of composition or assignment for the benefit of creditors; or (e) this Lease Agreement or the estate of the Tenant hereunder shall pass to another by virtue of any court proceedings, writ of execution, levy, sale or by operation of law, the Landlord, in addition to any other remedies contained in this Lease Agreement or as may be permitted by law, may, either by force or otherwise without being liable for prosecution therefor or damages, re-enter and repossess the leasehold premises, and, as agent for the Tenant, re-let the leasehold premises and receive the rents therefor. The rent received shall be applied to the payment of the expenses, reasonable attorney fees and costs that the Landlord incurred in re-entering and repossessing the leasehold premises and making such repairs and alterations as may be necessary, and then to the payment of the rents due hereunder. Tenant shall remain liable for all rent that may be in arrears and the rent that may accrue subsequent to the re-entry by the Landlord, to the extent of the difference between the rents received and the rents, if any, received by the Landlord during the remainder of the unexpired term hereof, after deducting the expenses, fees and costs.
- b. In the event of Default, the Landlord may, if the Landlord so elects, at any time thereafter terminate this Lease Agreement upon giving to the Tenant or to any trustee, receiver, assignee or other person in charge of or acting as custodian of the assets or property of the Tenant, five (5) days written notice of the Landlord's intention to terminate this Lease Agreement. Upon the giving of such notice, this Lease Agreement shall end on the date fixed in such notice as if the date was the original expiration date of this Lease Agreement.

20. Removal of Tenant's Property

- a. All equipment, fixtures, goods or other property of the Tenant which are not removed by the Tenant upon the termination of this Lease Agreement or upon the eviction, vacating or abandoning the leasehold premises by the Tenant shall be considered abandoned and the Landlord shall have the right, without any notice to the Tenant, to sell or otherwise dispose of the property, at the expense of the Tenant, and shall not be accountable to the Tenant for any part of the proceeds of such sale, if any.

21. Affirmative Action

- a. The mandatory language of subsections 3.4(a) and 7.4(a) and (b) of the regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended, is incorporated in the terms of this Lease Agreement as if set forth herein at length. Tenant agrees to comply with the terms, provisions and obligations of the regulations.

22. Laws

- a. Tenant shall promptly comply with all laws, ordinances, rules, regulations, requirements and directives of the federal, state and municipal governments or their subdivision, including their agents and employees, applicable to the leasehold premises at its own cost and expense.
- b. Landlord and Tenant agree to jointly apply for a certificate of occupancy from the Borough of Alpine and/or the Bureau of Facility Planning Services, if required.
- c. This Lease Agreement shall be governed by the laws of the State of New Jersey.

23. Validity of Lease

- a. The provisions of this Lease Agreement shall be deemed to be severable. If any provision shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other provision in this Lease Agreement. The Landlord may, however, pursue the relief or remedy sought in any invalid provision by conforming the provision with the applicable statute or regulations as if the applicable statute or regulation was set forth herein at length.

24. Non-Waiver

- a. The failure of the Landlord at any time to enforce strict performance by the Tenant of any provision of this Lease Agreement, to exercise any discretionary provision, or the acceptance by the Landlord of any installment of rent after any breach by the Tenant shall not be construed or deemed to be a waiver or relinquishment in the future by the Landlord of any right that it may have under the terms of this Lease Agreement.

25. Assignment

- a. Tenant shall not, without the prior written approval of the Landlord, assign, mortgage or hypothecate this Lease Agreement, or sublease the leasehold premises or any part thereof.
- b. All the provisions of this Lease Agreement shall inure to the benefit of and shall bind the respective parties hereto, their heirs, executors, administrators, personal or legal representatives, successors and assigns. This shall include but is not limited to any person or entity which purchases the leasehold premises or otherwise obtains title to the leasehold premises.

26. Notices

- a. All notices required under the terms of this Lease Agreement shall be given and shall be deemed complete upon personal delivery or receipt of such notices by certified or registered mail, return receipt requested, to the address of the parties set forth on page one (1) of this Lease Agreement, or to such other address as may be designated in writing, which notice of change of address shall be given in the manner prescribed in this Article.

27. Contract Documents

- a. This Lease Agreement is intended by Landlord and Tenant as the final expression of their agreement as to Tenant's use of the leasehold premises and is the complete and final statement of the terms and conditions thereof, notwithstanding any representations or statements to the contrary that may have been made by either party. No modifications shall be binding upon the parties unless it is reduced to writing and signed by the Landlord and Tenant.





7. Is the firm a non-profit entity? If so, state the date the firm was recognized by the federal government as a non-profit entity and attach a copy of any document that supports the firm's non-profit status to this Affidavit.
8. List the states and categories in which the firm is legally qualified to do business. Indicate registration or license numbers, if applicable. List the states in which a partnership or trade name is filed.
9. How many years has the firm operated a school or summer camp? Set forth every address at which the school or summer camp was operated.
10. Attach the résumé of the individual that will be running/supervising the bidder's proposed program on a day-to-day basis. The individual must have at least five (5) years of experience as a camp director (if a camp is the proposed use of the space) or an equivalent position (if the bidder is proposing an alternate program).
11. State:
  - a. the name and address of every landlord from which the firm leased property;
  - b. the dates the lease(s) was(were) in effect; and
  - c. the reasons why the firm no longer leases the property.
12. Has the firm ever defaulted under the terms of any lease? If so, state the reasons why the firm defaulted and whether a judgment was entered against the firm.
13. Set forth the name, address and phone number of three trade references.
14. Set forth the name, address and phone number of two bank references.
15. Attach a financial statement, audited if available, including the firm's latest balance sheet and income statement showing the following items:
  - a. current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);
  - b. net fixed assets;

- c. other assets;
- d. current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes); and
- e. other liabilities (e.g., capital stock, authorized and outstanding share par values, earned surplus and retainage earnings).

16. Name of firm preparing financial statement and date thereof.

Title

Subscribed and sworn to before  
me this \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public of \_\_\_\_\_  
My Commission expires \_\_\_/\_\_\_/20\_\_\_.





II.

\_\_\_\_\_  
Name of Corporation  
Partnership who holds 10% or  
more interest in the bidding  
corporation/partnership

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name of Stockholder/Partner

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name of Stockholder/Partner

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name of Stockholder/Partner

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name of Stockholder/Partner

\_\_\_\_\_  
Address

Use reverse side for additional stockholders/partners.

The absence of any names and addresses on the foregoing list signifies that there are no individual stockholders or partners who own 10% or more interest in the bidding corporation or partnership.

\_\_\_\_\_  
Name of Contractor

By:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Official Title

Subscribed and sworn to before  
me this \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public of \_\_\_\_\_  
My Commission expires \_\_\_/\_\_\_/20\_\_\_.

EXHIBIT A  
FLOOR PLAN

(REVISED 3/05)

**EXHIBIT B**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex;

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.



The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or

arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and

women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction

contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27:7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

EXHIBIT C

TO: All Vendors  
FROM: School Business Administrator  
RE: AFFIRMATIVE ACTION

Your cooperation is requested in helping this Board of Education meet the Affirmative Action Rules and Regulations implemented by P.L. c. 127 (N.J.S.A. 10:5-21 et seq.). Regulations will apply only to the party to whom the contract or purchase order is awarded. The information below is to determine each vendor's Affirmative Action status.

1) DO YOU HAVE FEDERAL APPROVAL?            Yes            No

This being a letter from a Federal Agency stating the company name and address as having submitted their Affirmative Action Plan and their plans being approved.

If yes, please submit a Photostat copy.

2) DO YOU HAVE A STATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT APPROVAL?    Yes            No

If yes, please submit a Photostat copy of this certificate.

3) IF YOU DO NOT HAVE EITHER OF THE ABOVE, PLEASE SUBMIT A COPY OF AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (AA302).

I certify that the above information is correct to the best of my knowledge.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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