



REQUEST FOR PROPOSALS

FOR PRESERVATION OF THE FORMER PRINCETON NURSERIES PROPERTY AND BUILDINGS AT THE MAPLETON PRESERVE SOUTH BRUNSWICK TOWNSHIP MIDDLESEX COUNTY, NEW JERSEY

Issued by:

**Mapleton Preserve Commission
on behalf of
Township of South Brunswick
State of New Jersey**

ISSUE DATE: February 13, 2018

DUE DATE: April 6, 2018

REQUEST FOR PROPOSALS
PRESERVATION OF THE FORMER
PRINCETON NURSERIES PROPERTY AND BUILDINGS

SECTION I - GENERAL

1.1 PURPOSE AND INTENT

The Mapleton Preserve Commission ("Commission") issues this Request for Proposals ("RFP") for the restoration, renovation, rehabilitation and maintenance of the Warehouse Building complexes ("Warehouses"), Greenhouses and Propagation House at the Mapleton Preserve ("Preserve") located at 145 Mapleton Road in South Brunswick Township ("Township"), Middlesex County, New Jersey. The Preserve, also known as the former Princeton Nurseries Kingston Site ("Nurseries") is jointly owned by the Township and the State of New Jersey, Department of Environmental Protection ("State") (the Township and State together may be referred to as "Owner(s)" or "Lessor(s)").

The purpose of this Request for Proposals ("RFP") is to solicit proposals from experienced, qualified bidders that will result in the restoration, renovation, rehabilitation and maintenance of all or a portion of the Warehouses, Greenhouses and Propagation House for agricultural-based food and/or beverage facilities and events associated with such uses that will operate in a manner that: (1) ensures reasonable public access to the Preserve; (2) maintains and/or restores all buildings in accordance with the requirements of the Secretary of Interior Standards for the Rehabilitation of Historic Properties; (3) does not interfere with the use of the remainder of the Preserve for recreation and conservation purposes; (4) provides sufficient economic benefit to the Owners; and (5) maintains or enhances the surrounding cultural landscape. Respondents are invited to submit a proposal that describes their vision of the proposed use or uses of the structures and how the envisioned uses will relate to the Preserve in conjunction with the Princeton Nurseries Historic District.

To satisfy this purpose, the Owners intend to execute a lease agreement (Lease Agreement) with a bidder ("successful bidder" or "Lessee") that has the demonstrated qualifications, experience, and financial capacity to accomplish the tasks required by this RFP. The successful bidder shall be the qualified, responsible, and experienced bidder whose proposal is most responsive to the Owner's goals and whose plan provides an environmentally sensitive realistic means of rehabilitating the Preserve in accordance with this RFP, price and other factors considered.

1.2 BACKGROUND

The former Nurseries began operations at the Preserve in 1913 with the purchase by the Flemer family of four farms along Mapleton Road, on the outer edges of the village of Kingston, New Jersey. As the family acquired additional land in subsequent years, it became one of the largest commercial nurseries in the world. The Nurseries were well known and held a nationally significant place in the history of commercial horticulture, creating many notable and innovative cultivars. In the 1960s the Nurseries expanded with a second site near Allentown, New Jersey. By 1995 Princeton Nurseries had ceased operations on its Kingston Site; in 2005 the historical heart of the Kingston Site was preserved as the Preserve through a joint purchase by the Owners from William Flemer's Sons. Subsequently, in 2008, the Preserve and portions of the adjacent properties were designated as the "Princeton Nurseries Historic District" on the New Jersey Register of Historic Places. The Preserve is also under consideration for listing on the National Register of Historic Places which may allow the successful bidder to qualify for a Federal Rehabilitation Tax Credit.

Under the terms of a Management and Use Agreement between the State and the Township dated December 10, 2004, the Township was given the responsibility of developing a Management Plan and managing the Preserve. In May 2005, the Township passed an ordinance creating the Mapleton Preserve Commission to provide oversight of the Preserve. The Commission consists of three State representatives (one each from the Park Service, the Green Acres Program and the Historic Preservation Office) and three members appointed by the Township. The Commission is dedicated to the preservation, restoration, development and maintenance of the historic, cultural, natural and scenic resources of the Preserve and its interpretation for the education and enjoyment of the public.

The original Management and Use Agreement was subsequently terminated and replaced with a Management Agreement dated January 19, 2017, the terms of which contemplate, among other things, the issuance of this RFP.

1.3 SETTING AND SITE

The Preserve, designated as Block 99, Lot 3.113, on the tax maps of the Township of South Brunswick Middlesex County, consists of approximately 52.9 acres. It includes the following buildings, structures and/or facilities:

- Large Warehouse complex including Buildings 2, 3, 4, 5 and 6.
 - Small Warehouse complex including Buildings 7 and 8.
 - Propagation House complex including the Propagation House, Chimney Stack and eight (8) attached Greenhouses.
 - Shipping Office (Building 1).
- (See Appendices A & B)

The Preserve lies on the outer edges of the village of Kingston, approximately one-half mile from the shops of the historic village's main street. Considered within the greater Princeton market (downtown Princeton is approximately 3 miles away), the area is characterized as a healthy business environment that offers an appealing work environment and desirable quality of life. Although proximate to the Princeton Forrestal development and the Route One corridor, the subject property is surrounded by preserved open spaces, residential and historic places with numerous connecting multi-use paths, which are shared by runners, walkers and bicyclists. The paths also offer opportunities for hiking and birding, as well as access to some of the region's most ecologically sensitive and culturally rich resources, including the Delaware & Raritan ("D&R") Canal State Park, the Kingston Greenbelt and Lake Carnegie.

The Preserve also includes fields and paved areas (former truck and rail loading areas). It is adjacent to the former Nurseries administration and education buildings, which have been renovated and now serve as the headquarters of the D&R Canal State Park. Utilities including water, gas, electric, sewer and telecommunications are accessible from Mapleton Road. Access to the Preserve is also from Mapleton Road.

As noted above, the Preserve is located on lands jointly owned by the State and the Township and is governed by the State Park Service rules and must be used solely for "recreation and conservation" purposes in accordance with the Green Acres restrictions at N.J.S.A. 13:8C-1, et seq. and N.J.A.C. 7:36, et seq., as may be amended and supplemented. The current Management Agreement limits use of the Preserve for passive recreation, historic preservation, and nature preserve purposes as well as uses of any structures consistent with the historic agricultural and horticultural activities of the Preserve (i.e., an interpretive outdoor educational, horticultural and historic preservation center and a historic landscape greenway/passive recreational trail corridor). This permits uses such as hiking, birding, photography, nature walks as well as uses related to historic preservation and horticultural purposes and associated activities pertaining thereto where such use would not be a detriment to the State Princeton Nurseries Historic District designation. Prohibited uses include the use of motorized vehicles (snowmobiles, ATV's, or dirt bikes), hunting, and overnight use.

This unique property at the core of a historically significant cultural landscape, provides extraordinary opportunities for horticultural and natural resource conservation, education, interpretation, and passive recreation for the benefit of all.

1.4 REDEVELOPMENT GOALS AND OBJECTIVES

The Commission, on behalf of the Owners, previously issued a Request for Expression of Interest ("RFEI") to determine what, if any, opportunities might be available to preserve the historic buildings on the Preserve. In response, the Commission received one proposal for the creation of a "local agricultural based food, beverage and event hub," with a winery focus. In furtherance of these efforts, the Commission now issues this RFP seeking proposals for the restoration, renovation, rehabilitation and maintenance of the Warehouses, Greenhouses and Propagation House in accordance with the terms set forth

herein. Bidders are invited to submit a proposal that describes their vision of the proposed use or uses of the structures and how the envisioned uses will satisfy the standards of this RFP. Proposals shall incorporate the two (2) Warehouse complexes, Greenhouses, Propagation House, or address why any individual structure cannot be incorporated, and may incorporate the paved areas and some portions of the adjacent field areas. Use of any areas beyond the historic structures shall be at the discretion of the State and the Township,

Bidders should provide financial models and strategies that demonstrate the ability to reach the redevelopment goals and objectives set forth in the proposal, including the identification of potential funding gaps (if any) that may occur. Any proposed phasing of renovations should also be described. All necessary access and infrastructure for the proposal development shall be described in detail.

The current Goals and Objectives for redevelopment of the site are set forth in the Mapleton Preserve Management Plan, Cultural Landscape Report and Management Agreement, all of which are available for review upon request.

1.5 EVALUATION FACTORS

Factors to be considered in the review of any submission shall include, but may not be limited to, the following:

1. Consistency of any proposal with the requirements of the Secretary of Interior Standards for the Treatment of Historic Properties;
2. How reasonable public access will be achieved;
3. The proposed economic benefit to the State and Township;
4. The compatibility of the proposal with the current use of the Preserve;
5. How the proposal will minimize impact to the Princeton Nurseries Historic District;
6. Avoidance of new building construction. Notwithstanding, certain limited ancillary structures, such as agricultural structures necessary for the operation of the proposed facility, which may be acceptable;
7. The compatibility of proposal with the cultural landscape of the Preserve ;
8. How the proposed use/structures are compatible with, and will contribute to, a historic district;
9. How the proposal will avoid or minimize and mitigate for any environmental impacts;

10. Any proposed interpretive and educational programs;
11. How the proposal will implement the recommendations of the Cultural Landscape Report;
12. The bidder's documented experience;
13. How the proposal will address parking and traffic flow;
14. Bidder's general approach and plans in meeting the requirements of this RFP;
15. The compatibility of the plan to the Mapleton Preserve proposed path plan;
16. Bidder's overall ability to mobilize, undertake, and successfully perform in accordance with the Lease Agreement. This judgment will include but not be limited to the qualifications of the proposed personnel and the bidder's operation plan; and
17. Bidder's financial viability and organizational history.

SECTION II - NOTICE TO BIDDERS **OF REQUEST FOR PROPOSALS**

Sealed proposals will be received and opened by the Mapleton Preserve Commission, on behalf of the State of New Jersey, Department of Environmental Protection and the Township of South Brunswick, at the South Brunswick Municipal Building, 540 Ridge Rd, Monmouth Junction, New Jersey 08852, for the economically self-sustaining redevelopment of the Mapleton Preserve Warehouses, Greenhouses and Propagation House into usable structures, while continuing to maintain their historic significance and the cultural landscape, of which they are major contributing elements. Respondents are invited to submit a detailed proposal that describes their vision of the proposed use or uses of the structures and how the envisioned uses will relate to the Preserve in conjunction with the surrounding neighborhood. The successful bidder shall be required to completely renovate, equip, outfit, furnish, maintain and operate the renovated structure(s), the necessary infrastructure and surrounding fields included in the proposal.

BID OPENING DATE AND TIME: April 6, 2018 at 4:00 p.m. prevailing time.

OPTIONAL PRE-BID WALK THROUGH OF THE FACILITY: March 7, 2018 at 10:00 a.m. Interested parties must contact the Township of South Brunswick to register for the Pre-Bid Walk Through prior to the date of the walk through.

Specifications for this RFP are on file in the South Brunswick Township Law Department and may be obtained by prospective bidders during the hours of 8:30 a.m. to 4:30 p.m., Monday through Friday, or on the Township's website at www.sbtnj.net. Proposals must be enclosed in a sealed envelope marked **MAPLETON PRESERVE RFP** and must have the **NAME AND ADDRESS** of the bidder on the outside of the envelope. Proposals may be hand delivered or mailed by certified mail to the above-mentioned address. No other forms will be accepted.

Bidders are required to comply with the requirements of P.L. 1975, C.127 (N.J.S.A. 10:5-31). (An act relating to Affirmative Action in relation to discrimination in connection with certain public contracts.)

Any entity other than a sole proprietorship submitting a Proposal in response to this advertisement shall accompany such Proposal with a resolution authorizing its proper officers to submit such a Proposal and authorize said officers to execute an agreement in the event its Proposal is accepted.

Please furnish the names, addresses and telephone numbers of three (3) references who can vouch for your honesty and ability to fulfill the terms of the agreement. Specifically, the successful bidder must have proven and demonstrated ability to carry out all elements of its proposal.

The Commission reserves the right to reject any or all Proposals as in its judgment may be deemed to be most advantageous to the Township and State, price and other factors

considered. The Commission also reserves the right to waive any minor irregularity or technicality. In the case of tie Proposals, the Commission shall have the authority to recommend an award to the bidder selected by the Commission in its sole discretion.

The Commission reserves the right to recommend an award to the bidder receiving the most favorable evaluation, subject to compliance with all Proposal documentation.

To register for the Pre-Bid Walk Through, and for any inquiries related to the Request for Proposals, please contact the following:

Mapleton Preserve Commission
c/o Township of South Brunswick
Attn.: Law Department
540 Ridge Road
P.O. Box 190
Monmouth Junction, NJ 08852
email: lward@sbtnj.net

Robert von Zumbusch, Chair
Mapleton Preserve Commission

SECTION III - INSTRUCTIONS TO BIDDERS

3.1 REQUEST FOR PROPOSALS

Sealed proposals will be received in accordance with the public notice advertised as required by law, a copy of said notice being shown in Section II and made a part of these Specifications.

All proposals shall be accompanied by a Statement of Ownership that satisfies the requirements of N.J.S.A. 52:25-24.2. Failure to provide a complete and accurate Statement of Ownership shall result in rejection of the Proposal.

All prospective bidders are informed that this RFP is subject to all approvals required by law.

All proposals and lease agreements shall be subject to the provisions of N.J.S.A. 52:25-24.2 requiring submission of a statement of corporate ownership and the provisions of N.J.S.A. 10:5-31 et seq., concerning equal employment opportunity and affirmative action.

The conditions, restrictions and limitations upon the use of the facility are more particularly set forth in the specifications and the proposed Lease Agreement.

Bidders are responsible for carefully examining the attached specifications as well as understanding the conditions under which the Preserve is to be operated.

Failure to submit a complete proposal document responsive to all sections of this RFP may be deemed cause for rejection of the proposal for being unresponsive.

Ambiguities, errors or omissions noted by bidder should be promptly reported in writing to the Commission. In the event the bidder fails to notify the Commission of such ambiguities, errors or omissions, the bidder shall be bound by the content of its Proposal.

The words "bidder", "operator" and "lessee" may be used interchangeably in these specifications. The words "contract," "lease", "lease agreement" and "agreement" may also be used interchangeably in these specifications. This RFP includes all specifications and attachments.

No oral interpretation of the meaning of the specifications will be made to any bidder. All interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with N.J.S.A. 40A:11-23. All addenda so issued shall become part of the contract and shall be acknowledged by the bidder in its proposal. The Commission's interpretations or corrections thereof shall be final.

If there are any discrepancies in proposals:

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

3.2 PROPOSAL SUBMISSION

Respondents must submit by the submission deadline four (4) original paper copies and one (1) electronic copy of proposals to:

Mapleton Preserve Commission
c/o Township of South Brunswick
Attn.: Law Department
540 Ridge Road
P.O. Box 190
Monmouth Junction, NJ 08852
email: lward@sbtnj.net

If you have questions or require clarification on any aspect of this RFP, please forward the request(s) via email to the Mapleton Preserve Commission at the address set forth above. There is no deadline for submitting questions. However, responses to questions could require up to five (5) business days. A concerted effort will be made to answer all questions in a timely manner, but the issuance of answers prior to the deadline for submission of responses to this RFP cannot be guaranteed.

The Commission will not be responsible for any expenses in the preparation and/or presentation of the proposals and oral interviews, if any, or for other disclosure of any information or material received in connection with the solicitation, regardless of circumstances. The Commission reserves the right to request additional information or clarification, if necessary. For-profit organizations, individuals, governmental agencies, not-for-profit and educational institutions are welcome to submit proposals.

The Commission will not assume responsibility for proposals forwarded by mail. It is the bidder's responsibility to see that proposals are received by the Commission at the time and place designated. If the Proposal is sent by overnight mail, the name and address of the bidder and the title of the Proposal must also appear on the outside of the delivery company envelope. The title of the Proposal shall be "**MAPLETON PRESERVE RFP.**" proposals received after the designated time and date for opening of proposals will be returned unopened.

Bidders or their authorized agents are invited to be present when the proposals are opened and read publicly at the time specified. No proposal may be withdrawn after the opening time and date. All proposals become the property of the Commission and will not be returned to bidders.

3.3 REQUIRED INFORMATION

In accordance with the provisions of this RFP, bidders are required to provide a project description and narrative that includes three basic elements:

1. Compelling vision of your proposal outlining specifically how it will satisfy all aspects of this RFP;
2. Building use, rehabilitation and maintenance plan for each Warehouse or section of a Warehouse, Greenhouse(s) and Propagation House, description of the necessary infrastructure as well as any other building(s) or field area(s) in which you are interested, including a detailed construction plan and proposed sequencing/prioritization for rehabilitation and/or stabilization of the individual structures; and
3. Supporting Financial, Business and Management Concepts including financial information on the organization and the proposed project; a description of the estimated capital investment needed to meet code and redevelopment guidelines as well as the proposed usage; revenue projections for the proposed project and the identification of potential funding gaps (if any) that may occur with the redevelopment.

Specific submission requirements and minimum required elements of any proposal are set forth in more detail in this RFP. Other factors not accounted for in the RFP that support the bidder's submission may also be included.

All responses received, and any information contained therein, are subject to disclosure in accordance with the New Jersey Open Public Records Act ("OPRA"). A bidder may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1 or the common law Right to Know, when the bidder has a good faith legal and/or factual basis for such assertion. In the event of any challenge to the responder's assertions of confidentiality, the responder shall be notified and shall be solely responsible for defending its designation.

All bidders must complete the attached required forms and return them along with the Proposal document:

1. Owner Disclosure Statement setting forth the names and addresses of all owners and/or stockholders owning 10% or more of stock or equity interest in the bidder's corporation, company or partnership;

2. Affirmative Action Affidavit;
3. Business Registration Certificate

The bidder will be required to provide a timeline for development of the Property after the award of the Lease Agreement.

Bidders are advised that bid and performance bonds are not required.

All prices and amounts must be written legibly in ink or printed or set forth in electronic type. Proposals containing any conditions, omissions, unexplained erasures or alterations, or irregularities of any kind may be rejected by the Commission. Any changes, white-outs, strikeouts, etc., on the proposal must be initialed in ink by the person responsible for signing the proposal.

3.4 SUBMISSION DEADLINE

All responses to this RFP are due no later than 4:00 p.m. on **April 6, 2018**.

3.5 EVALUATION OF SUBMISSIONS

After expiration of the response period, all responses to this RFP shall be reviewed by the Commission, with technical assistance from:

1. NJDEP Green Acres Program;
2. New Jersey Historic Preservation Office;
3. NJDEP Office of Leases and Concessions;
4. The Township; and
5. The State Park Service.

At the conclusion of the review of all responses to this RFP, the Commission shall make a written recommendation to the Township and the State. The Commission may recommend: (1) an award to the qualified, responsible, and experienced bidder whose proposal is most responsive to this RFP, price and other factors considered; or (2) the rejection of all proposals. Both the State and Township must agree with the Commission's recommendation to proceed with an award.

3.6 POST-EVALUATION PROCESS

If the Commission's award recommendation is approved by both the Township and the DEP, the Lease Agreement, in a form substantially similar to the form shown in Appendix C, will be developed to govern the implementation of the recommended

proposal and executed within three (3) months of the approval by the State House Commission.

The Lease Agreement shall require that the building(s)/structure(s)/ facilities and/or fields subject thereto be restored and capable of accommodating their approved use within five (5) years from the date of execution and shall allow for immediate termination if restoration has not been substantially completed within that time frame.

Any user of the Preserve shall agree that they shall not generate, store, use or dispose on the Preserve, or allow any other entity, whether a lessee, sub-lessee or not, to generate, store, use or dispose on the Preserve any hazardous materials or substances, including, without limitation, any materials which are toxic, explosive, corrosive, flammable, or otherwise hazardous to health. Use or storage of products associated with the reasonable maintenance of the Preserve (i.e., cleaning supplies, agricultural products, etc.) are excluded.

SECTION IV - LEGAL REQUIREMENTS

4.1 LAND USE ENCUMBRANCES

The Preserve was purchased with Green Acres funding and is therefore subject to Green Acres restrictions at N.J.S.A. 13:8C-1, et seq. and N.J.A.C. 7:36, et seq. ("Green Acres Restrictions"), as may be amended and supplemented, and must be used solely for "recreation and conservation purposes," as defined thereunder.

The Property is governed by certain restrictions and requirements for the use of historic structures on Green Acres encumbered parkland set forth at N.J.A.C. 7:36 ("Rules"). Under the Rules, leases or use agreements for Green Acres encumbered parkland must be for recreation and conservation purposes (with certain limited exceptions) and are generally limited to five year terms (N.J.A.C. 7:36-25.13). Leases or use agreements that do not directly support the recreation or conservation use of Green Acres-encumbered parkland are usually considered "diversions" of parkland (N.J.A.C. 7:36-25.14). The two exceptions to this rule are (1) the temporary (less than two year) use of parkland for a beneficial public purpose (other than recreation or conservation) (N.J.A.C. 7:36-25.14(a)), and (2) the leasing of historic structures for uses other than recreation and conservation purposes, if such uses will result in or further the preservation of the historic structure (N.J.A.C. 7:36-25.14(c)).

N.J.A.C. 7:36-25.14 provides some flexibility in leasing historic structures, both as to the allowable uses of the structures and the length of the lease. In addition to the requirements that generally apply to leases and use agreements for Green Acres encumbered parkland under N.J.A.C. 7:36-25.14(b), a lease or use agreement for the use of an historic building for a public purpose other than a recreation and conservation purpose must require that:

1. The public has reasonable access to the building;

2. The lessee or parkland user will maintain and/or restore the building in accordance with the Secretary of Interior Standards for the Treatment of Historic Properties at <https://www.nps.gov/tps/standards.htm>; and
3. The use does not interfere with the use of the surrounding parkland for recreation and conservation purposes (N.J.A.C. 7:36-25.14(c)).

While leases on Green Acres encumbered parkland are typically limited to five-year terms, longer terms of up to 25 years may be acceptable upon a showing of good cause (such as the proposed construction of substantial capital improvements by the lessee or parkland user).

Additionally, execution of the Lease Agreement shall be contingent upon the approval of the Statehouse Commission and, where applicable, compliance with requirements of P.L. 1993, c.38, known as Ogden-Rooney. Leases for 25 years or more constitute a diversion of parkland (regardless of the purpose of the lease.) See N.J.S.A. 13:8C-3 (definition of “convey”), N.J.S.A. 13:8C-32 and N.J.A.C. 7:36-25.14(b)2. Diversions and disposals of parkland require the filing of an application under N.J.A.C. 7:36-26, review of the application by Green Acres, and the approval of the application by the NJDEP Commissioner and the State House Commission.

Bidders are further advised that bond counsel review may be required for a proposed lease or use agreement and any award under this RFP may be contingent upon such review. The majority of Green Acres funded properties were financed with the proceeds of tax-exempt bonds issued under Section 103 of the Internal Revenue Code. In some circumstances, the private business use of properties purchased with these bonds can cause the bonds to be construed as non-exempt “private activity bonds” under Section 141 of the IRS Code. This conversion is not an acceptable outcome for the State of New Jersey due to the significant tax liability that could accrue to the State from the loss of tax exempt status of the bonds.

Additional information on what constitutes a “private business use” under the IRS Code may be found in Section 1.141-3 of the U.S. Treasury regulations (26 CFR 1.141-3). The regulations outline some activities that are exempt from classification as private business use (known as “safe harbor” provisions).

Because of the potential fiscal liability to the State of New Jersey, Green Acres cannot approve a lease or use agreement for a historic structure for a use that could be construed as “private business use” on bond-funded property without bond counsel review.

4.2 NEW JERSEY REGISTER OF HISTORIC PLACES APPROVAL

Since 1970, the State of New Jersey has recognized and protected historic properties through the New Jersey Register of Historic Places Act (N.J.S.A. 13:1B-15.128 et seq.). The law allows historic properties to be nominated and entered in the New Jersey

Register of Historic Places, which is maintained by the Historic Preservation Office (HPO). Once a property is listed in the New Jersey Register, any public undertaking that would "encroach upon, damage or destroy" the registered historic property must be reviewed pursuant to this law and receive prior authorization from the DEP. The definition of the term "undertaking" in the HPO's rules includes leases and agreements or other forms of permission allowing third party use of registered property (See N.J.A.C. 7:4-1.3). The Secretary of Interior's Standards for Rehabilitation, can be found at: <https://www.nps.gov/tps/standards.htm>.

The mechanism for obtaining the authorization from the HPO for a lease or use agreement for a Register-listed historic structure is an Application for Project Authorization. The Application for Project Authorization must be submitted by any State, county, or local government agency (or their lessees or agents) whose project, or undertaking, may encroach upon a New Jersey Register listed property.

Rehabilitation work completed as per the Secretary of the Interior's Standards for Rehabilitation may be eligible for 20% Federal Historic Rehabilitation Tax Credit if the historic district is listed on the National Register of Historic Places. Listing on the National Register of Historic Places is anticipated in or about April of 2018.

The successful bidder shall be required to provide assistance to and cooperate with the Township and the State in the submission and review of an Application for Project Authorization.

In addition, ADA or other applicable code compliance having an impact on any one historic building, must be uniformly applied to all occupied buildings.

4.3 MUNICIPAL LAND USE APPROVALS

Due to its partial ownership by the State, the traditional municipal land use planning and approval requirements may not be applicable to the Preserve. Notwithstanding, the successful bidder shall be responsible for obtaining all necessary and appropriate land use approvals that may be required pursuant to the Municipal Land Use Law (N.J.S.A. 40:55D-1, et seq.) from all State, County, local and third-party agencies for the proposed development and use of the Preserve. As part of the application for land use approvals, the lessee will be required to provide the results of the following:

- Traffic Impact Study
- Environmental Impact Study
- Sanitary Sewer Feasibility Study
- Water Supply Feasibility Study
- Phase I Environmental Report
- Historic Pesticide Testing Report

4.4 UNIFORM CONSTRUCTION AND FIRE CODES

The successful bidder will be responsible for obtaining all necessary and appropriate permits to comply with the Americans with Disabilities Act, Uniform Construction Code, Uniform Fire Safety Act, Uniform Fire Code and all inspections related thereto. All construction performed on the Preserve must be in compliance with the requirements set forth therein.

4.5 ALCOHOLIC BEVERAGE CONTROL LICENSE

If the successful bidder proposes to serve and/or sell alcoholic beverages as part of the operation of the Preserve, a license from the New Jersey Division of Alcoholic Beverage Control must be obtained before the service, consumption or sale of alcoholic beverages may occur. Because the Preserve is jointly owned by the State and the Township, the successful bidder must obtain the license from the New Jersey Division of Alcoholic Beverage Control and not from the Township. If the successful bidder obtains an appropriate license from the New Jersey Division of Alcoholic Beverage Control, it will be required to directly provide the alcohol-related services permitted under the license and may not enter into a subcontract for these services, unless the license specially permits.

If the successful bidder proposes different uses at the Preserve, each of which involve the service of alcoholic beverages (i.e. – a winery and a restaurant), each service will be required to obtain the appropriate license for the sale, service and/or consumption of alcoholic beverages as may be required by law. Nothing in this RFP or any of the attachments hereto shall be construed as a guarantee that the successful bidder shall obtain an alcoholic beverage license from the New Jersey Division of Alcoholic Beverage Control or the Township, and it is entirely up to the successful bidder to fulfill all the requirements for the issuance of such a license.

4.6 OTHER APPROVALS

The successful bidder will be responsible for obtaining all other necessary and appropriate permits, inspections and/or approvals as may be required for the intended use of the Preserve.

4.7 TERM AND PAYMENT

The Owners intend to execute the Lease Agreement for a term of up to fifty (50) years, without a renewal. Bidders are instructed to propose the minimum term necessary to justify their intended investment in the Preserve.

Bidders are reminded that a lease term of twenty-five (25) years or more constitutes a diversion of parkland under N.J.A.C. 7:36 requiring NJDEP Commissioner and State House Commission approval (with appropriate compensation) and requires the Owners to comply with the procedures set forth in P.L. 1993, c.38, known as Ogden-Rooney.

Bidders are further advised that the completion of this process take up to 18 months after award of a Lease Agreement under this RFP. The Owners may take reasonable steps to allow the successful bidder to enter the Preserve while the approval process is ongoing, provided the successful bidder agrees that any activities are conducted at its own risk that the Lease Agreement will not be approved.

Each bidder shall submit, a proposal for fixed annual rent equal to the fair market value of the proposed use, adjusted annually by three (3%) percent. Bidders shall provide sufficient information to demonstrate that the fixed rent offered is equal to the fair market value of the proposed use. Bidders may propose a less than fair market value rental payment as long as it documents a corresponding commitment to apply sufficient funds toward the restoration, renovation, rehabilitation, and/or maintenance use of the Preserve. The use of “in kind” contributions of labor and/or materials will be considered if such contributions are adequately documented. As appropriate, the bidder may submit, or the Commission may require, an appraisal to determine the fair market value for the proposed use.

At the expiration of the lease term, the Owners may consider execution of a new lease, or a renewal of the Lease Agreement, in accordance with applicable law at the time of execution. The execution of a new Lease or the renewal of this Lease shall be subject to the approval of the Owners pursuant to the terms and conditions set forth in N.J.A.C. 7:36, as may be amended or supplemented. In the event a new or renewal term constitutes a diversion, as defined in N.J.A.C. 7:36-25.2 or due to any successor law or new regulation hereafter promulgated, the Lessee shall be required, at Lessee’s sole cost, to satisfy the then-existing regulations governing diversions of Green Acres encumbered land.

4.8 REPRESENTATIONS AND WARRANTIES

By submitting a proposal, the bidder represents and warrants that it has or will secure the financial capacity, skills, experience, employees and references necessary to perform the services set forth in the Agreement, in full, for the entire term.

4.9 FAILURE TO SIGN AGREEMENT

The failure of the successful bidder to sign the Agreement within three (3) month of the date of Statehouse Commission approval, as indicated in Section 3.6, shall be sufficient cause to rescind the award. The Commission may then recommend the rejection of all proposals or award the contract to another bidder, in accordance with the law.

4.10 SHAREHOLDER DISCLOSURE

All proposals must include a shareholder disclosure form as per N.J.S.A. 52:25-24.2, disclosing the names and addresses of all persons in the corporation, company or partnership who own ten percent (10%) or more of its stock or other equity interest.

4.11 PREVAILING WAGE ACT

The successful bidder shall comply with the New Jersey Prevailing Wage Act, P.L. 1963, Chapter 150 as codified in N.J.S.A. 34:11-56.25, et seq. The successful bidder also agrees to comply with 42 U.S.C. § 9604 (g)(1). If any conflict exists between the New Jersey Prevailing Wage Law and § 9604 (g)(1), the successful bidder must comply with the federal requirements.

4.12 MACBRIDE PRINCIPALS

The successful bidder must certify pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principals. The MacBride Principals Certification form can be found at Appendix D.

4.13 IRAN CERTIFICATION

The successful bidder shall certify, pursuant to Public Law 2012, c. 25, that neither the Bidder nor any of the Bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). The Iran Certification form can be found at Appendix E.

4.14 EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

The Commission will not discriminate against any bidder based upon age, race, creed, color, natural origin, ancestry, marital status, gender, sexual preference or orientation or any other reason prohibited by law. The successful bidder shall abide by all equal opportunity and affirmative action requirements of N.J.S.A. 10:5-31, et. seq., and all State and Federal requirements set forth in the Law Against Discrimination ("LAD") and related laws.

4.12 BUSINESS REGISTRATION CERTIFICATE

The bidder must submit a copy of its Business Registration Certificate along with the Proposal. Any subcontractors that will be working for or with the bidder must also submit their Business Registration Certificate.

4.13 WITHDRAWAL OF PROPOSALS

Proposals may not be withdrawn after the opening. Furthermore, the attachment of any conditions, limitations, or ancillary provisions by a bidder to its proposal will cause the proposal to be classified as irregular and will render the proposal subject to rejection.

Sealed proposals forwarded to the Commission before the time of opening of proposals may be withdrawn before the time of opening of proposals upon written application of the bidder, who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the Proposal.

4.14 CONDITIONS APPLICABLE TO RFP

Upon submission of a response to this RFP, the bidder acknowledges and consents to the following conditions relative to the submission, review and consideration of its proposal:

1. All costs incurred by the bidder in connection with responding to this RFP shall be borne solely by the bidder.
2. The Commission reserves the right (in its sole discretion) to reject any bidder that submits incomplete responses to this RFP, or a response that is not responsive to the requirements of this RFP.
3. The Commission reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information
4. No proposals or responses shall be returned.
5. The Commission may request bidders to send representatives at a date and time mutually convenient to the parties for interviews.
6. Any proposal not received by the Commission by 4:00 p.m. prevailing time on the date due may be rejected.
7. Neither the Commission, the Township or the State, nor their respective staff, consultants, volunteers or advisors, shall be liable for any claims or damages resulting from the solicitation, preparation or submissions of the proposal.
8. The Commission may waive any technical non-conformance with the terms of this RFP.
9. The Commission may suspend or terminate the process described in this RFP at any time (in its sole discretion.) If terminated, the Commission may determine to commence a new process or exercise any other rights provided under applicable law without any obligation to the bidders.

4.15 BACKGROUND INFORMATION

Each Bidder shall submit written answers to the following inquiries:

1. How many years has your organization been in business under its present business name?
2. Under what other or former names has your organization operated?
3. If your organization is a corporation, provide the following information: date of incorporation; State of incorporation; president's name; vice president's name; secretary's name; treasurer's name; and corporate agent for service.
4. If your organization is a limited liability company, provide the following information: date of formation; State of formation; managing member's name; and the company's agent for service.
5. If the organization is a partnership, provide the following information: date of organization; type of partnership; and name(s) of general partner(s).
6. If your organization is individually owned, provide the following information: date organization established; and name of owner.
7. Has your organization ever failed to complete any contract awarded to it?
8. Within the past five (5) years, has any officer or principal of your organization ever served as an officer or principal of another organization when it failed to complete a contract?
9. Are there any judgments, claims, arbitration proceedings, or lawsuits pending or outstanding against your organization or its officers or principals?
10. Has your organization filed any lawsuits or requested arbitration with regard to any contracts within the last five (5) years?
11. Has any owner made a claim against you, which has resulted in arbitration or litigation with the past five (5) years?
12. Has your organization or any of its officers, principals or owners ever been convicted of a crime, or are they presently the target of any criminal or administrative investigation?
13. Has your organization or any of its officers, principals, or owners ever been disqualified, suspended, or debarred from a contract with any Federal, State, or local government entity?

4.16 DISQUALIFICATION OF A BIDDER AND THE REJECTION OF PROPOSALS

In addition to the reasons for rejection of bid proposals mentioned throughout this RFP, proposals may be rejected for any of the following reasons:

1. Evidence of collusion among bidders;
2. Lack of competency as revealed by financial statements, experience, references, equipment statements or lack of proven ability to provide the required services, or other factors;
3. Lack of responsibility as shown by past work, judged from the standpoint of the failure to demonstrate a quality operation as submitted;
4. Default on a previous government contract/lease for failure to perform;
5. Criminal record of principal of bidder within ten (10) years prior to opening of proposals;
6. The Bidder is not authorized to do business in the State of New Jersey;
7. The proposal is not responsive to the RFP;
8. Bidder has failed to include any information required by this RFP with its submittal;
9. The submittal contains false or misleading statements;
10. Bidder has not provided a valid New Jersey Business Registration Certificate;
11. There is an actual or perceived conflict of interest; and/or
12. The bidder has failed to disclose a potential conflict of interest.

Notwithstanding the above, the Commission reserves the right, in its sole discretion, to reject all bids, responsive or otherwise, and not to pursue the project outlined in this RFP.

4.17 POWER OF ATTORNEY

Attorneys-in-fact who sign proposals or other contract documents must file with each document a certified and effectively dated copy of their power of attorney.

4.18 CERTIFICATE OF PAYMENT

The successful bidder shall be required to provide on a monthly basis a certificate of payment that all sub-lessees, subcontractors, vendors, laborers, mechanics and trades (if any) have been paid per N.J.S.A. 2A:44-128, et seq.

4.19 INSURANCE

The successful bidder shall provide insurance and furnish certificates of insurance to the Commission, which certificates may not be canceled without thirty (30) days' notice given to the Township and the State, as follows:

1. Worker's Compensation as required by the State of New Jersey applicable to the work to be performed;
2. Comprehensive General Liability for bodily injury, personal injury and property damage, products liability and completed operations, including damages from collapse and explosion, if applicable, and including host liquor liability, if applicable, at a limit of not less than \$2 Million combined single limits for damages arising out of injury to or destruction of property; and
3. Contractual liability insurance indemnifying and holding the Township and the State harmless from all claims for personal injury and property damage resulting from the Lessee's use of the Premises, or anyone working under its control at the Premises.

Except for worker's compensation, all insurance and the certificates of insurance shall name South Brunswick Township and the State of New Jersey, Department of Environmental Protection, as additional insureds.

4.20 BIDDER'S FINANCIAL REPRESENTATION

By submitting a proposal, the bidder represents and warrants to the Commission that it has the financial capacity to perform the Agreement.

4.21 ACKNOWLEDGMENT

The bidder submitting a proposal acknowledges that it has read the entire set of RFP Documents and understands the importance of complying with every provision of the documents. By submitting a Proposal, the bidder agrees to comply with every term and condition of the Specifications and the Lease Agreement should the bidder be awarded the contract.

4.22 NOTICE TO POTENTIAL BIDDERS

THE SPECIFICATIONS HEREIN PROVIDED ARE ILLUSTRATIVE IN REGARD TO THE MATERIALS AND SERVICES DESIRED. IT IS NOT THE INTENTION OF THE COMMISSION TO PRECLUDE ANY QUALIFIED VENDOR FROM SUBMITTING A PROPOSAL. THE COMMISSION WELCOMES PROPOSALS WHICH SUBSTANTIALLY MEET AND ARE COMPARABLE TO THE CRITERIA DESCRIBED BY THE SPECIFICATIONS.

SECTION V – RESTORATION, RENOVATION, REHABILITATION, MAINTENANCE AND USE REQUIREMENTS

5.1 SERVICES REQUIRED

All proposals shall set forth, in detail, how the bidder will complete the restoration, renovation, rehabilitation and maintenance of all or a portion of the Warehouses, Greenhouses and Propagation House for agricultural-based food and/or beverage facilities and events associated with such uses that will operate in a manner that: (1) ensures reasonable public access to both the Preserve; (2) maintains and/or restores all buildings in accordance with the requirements of the Secretary of Interior Standards for the Rehabilitation of Historic Properties; (3) does not interfere with the use of the remainder of the Preserve for recreation and conservation purposes; (4) provides sufficient economic benefit to the Owners; and (5) maintains or enhances the surrounding cultural landscape.

The successful bidder will also provide: (1) all equipment, fixtures and furniture necessary and customary to the proposed use; (2) all necessary labor, materials and supplies for renovation, operation and maintenance; (3) signage compatible with the Mapleton Preserve and consistent with the D&R Canal State Park design standards, to be purchased and installed only after consultation with the Commission; and (4) once use is commenced, day to day cleaning of the leased area, including solid waste and recycling collection and removal and maintenance of all facilities, buildings and structures within the leased area.

5.2 MINIMUM REQUIREMENTS

Reasonable Public Access. Bidders shall describe how their proposal will secure reasonable public access to the Preserve during the term of the Lease Agreement. While the scope of public access necessarily depends on the specifics of the proposal, examples of acceptable public access could include periodic tours of the structure, or a small visitor's center or interpretive space that is open to the public during normal business hours, public restrooms. Proposals will be reviewed to determine the maximum level of public access that is reasonable on a case-by-case basis. Notwithstanding, the public use of restrooms in a historic structure should be permitted.

Parkland Impact Statement. Bidders shall also provide a parkland impact plan that includes an analysis of the anticipated parking needs associated with the proposal and how those needs will be accommodated (either on the parkland or off site.) If parking is to be provided on the parkland, then the plan should demonstrate why such use will not significantly affect the use of the parkland by the public. A similar analysis should be done for any other uses proposed on the surrounding parkland (such as, for example, the use of adjacent lawn areas for private events, agricultural use, etc.)

Historic Preservation Plan. A historic preservation plan must also be provided detailing how the historic structures will be restored, rehabilitated and/or maintained to the appropriate standards during the term of the lease.

Financial Analysis. Bidder shall provide a financial analysis documenting the basis upon which the proposed rental payments for the use of the Preserve have been determined and explaining, in detail, the financial commitments being made by the proposed lessee or parkland user to the restoration, renovation, rehabilitation, maintenance and use of the Preserve. Bidders are required to demonstrate in detail: (1) the projected costs for the proposed restoration, renovation, rehabilitation, maintenance and use of the Preserve; (2) the anticipated annual gross revenue from operations from the point of the start of operations to the “break even” point (defined as the anticipated point when the Lessee has recouped its costs for the restoration, renovation and/or rehabilitation of the Preserve); (3) the anticipated annual net revenue from operations from the “break even” point going forward; and (4) the proposed amount of monthly or annual rent lessee is offering to pay from the “break even” point going forward.

Compensatory Mitigation Plan. If the bidder’s proposed use of the Preserve would have an adverse impact on the natural resource values of the Preserve, a compensatory mitigation plan outlining the actions that will be required to adequately compensate for the adverse impact and/or adequately restore the Preserve, is required. The Commission strongly encourages all bidders to make all reasonable efforts to avoid and/or minimize natural resource impacts associated with the proposed use of the Preserve. If any adverse impacts are expected, bidders shall include a recitation of mitigation and/or restoration measures required by State or federal permits or local ordinance, as well as all proposed mitigation and/or restoration measures for any foreseeable natural resource impacts resulting from use of the Preserve.

5.3 WAREHOUSE RENOVATION/RESTORATION REQUIREMENTS

1. Specifically set forth the building use proposed for each Warehouse or section of a Warehouse in which you are interested.
2. State in detail the proposed restoration of the existing buildings.
3. New building construction is to be avoided, except for agricultural structures (such as hoop houses, etc.) in field areas which may be acceptable.

4. Outline the environmental impact of the proposed renovations.
5. Americans with Disabilities Act (ADA) requirements and other applicable code compliance matters having an impact on any one historic building must be uniformly applied to all buildings within the leased Premises.
6. All work done to the Premises requires conformance with provisions of the New Jersey Register of Historic Places Act, including the Secretary of Interior's Standards for Rehabilitation, found at: <https://www.nps.gov/tps/standards.htm>. These standards include:
 - a. The property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.
 - b. The historic character of the property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize the property will be avoided.
 - c. The property will be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
 - d. Changes to the property that have acquired historic significance in their own right will be retained and preserved.
 - e. Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize the property will be preserved.
 - f. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
 - g. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
 - h. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
 - i. New additions, exterior alterations or related new construction will not destroy historic materials, features and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
 - j. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

5.4 WAREHOUSE USE REQUIREMENTS

1. It is expected that the Lessee will commit to lease and use of the Premises so as to provide stability and continuity to the area.
2. Any proposed use must be compatible with park use and preserving the peace and serenity of the Mapleton Preserve.
3. Use must minimize the impact to the Princeton Nurseries Historic District to the extent practicable.
4. The proposed use must be compatible with the cultural landscape of the Preserve.
5. The proposed use must be compatible with the historic qualities of the building(s).
6. Parking and traffic flow must be designed to function in cooperation with park use.
7. Must allow public access to trails, preserved open space and perimeter of fields used in operation of facilities. Use and operations shall not interfere with the public use of such areas.
8. Lessee shall provide and/or participate in public outreach efforts as may be requested by the Township, DEP and/or the D&R Canal State Park Commission.
9. Lessee shall assist the Township, DEP and/or the D&R Canal State Park Commission with the interpretation and educational efforts designed for the public.
10. Lessee shall perform all maintenance and repairs to the Premises as may be required.

5.5 FIELD RENOVATION/RESTORATION REQUIREMENTS

1. Renovation/Restoration of any fields shall be done in accordance with Best Management Practices as determined by the State of New Jersey, Department of Agriculture, Rutgers Cooperative Extension and NRCS.
2. Lessee shall specifically follow soil reclamation practices and soil and water conservation practices as contained in the Best Management Practices.
3. All such work shall be at the Lessee's sole cost and expense, which shall provide all such labor, materials, supplies, equipment and improvements as may be necessary to renovate and/or restore the fields on the Preserve to productive use.

5.6 FIELD USE REQUIREMENTS

1. Should the New Jersey Department of Environmental Protection or any other federal, state, county or local agency responsible for overseeing environmental laws determine that due to an accident or an act by the Lessee or the Lessee's agents, employees, guests or invitees, that a clean-up be undertaken because of any spill or discharge of hazardous substances or wastes at the Preserve then Lessee shall, at its own expense, prepare and submit the required plans and financial assurances, and carry out the approved plans. Lessee shall indemnify, defend and save the Lessor harmless from all fines, suits, procedures, claims and actions of any kind arising out of or in any way connected with any spills, discharges, hazardous substances or waste at the Preserve; and from all fines, suits, procedures, claims and actions of any kind arising out of the Lessee's failure to provide all information, make all submissions and take all actions required under any environmental law. Lessee shall effectuate and complete full compliance with all applicable environmental laws which the Lessee is subject to, including but not limited to any necessary clean-up, prior to the termination date of the Lease Agreement. Lessee shall commence its compliance with such laws in sufficient time prior to the termination date of the Lease Agreement. Lessee's obligations under this subsection shall survive the termination of the Lease Agreement.
2. Pesticides shall be applied only under the supervision and control of a person holding a current New Jersey Department of Environmental Protection Certified Applicator Registration License. This registration number and related categories, if held by the Lessee, must be supplied to the Lessor prior to the effective date of the Lease. A record of the type and amount of all chemicals and fertilizers and dates of application shall be maintained by the Lessee and submitted to the Township Clerk at the end of each calendar year. Misuse of pesticides or any chemicals will not be tolerated and will entitle the Lessor to immediately terminate the Lease. This termination shall be without any liability for compensation. Pesticide applications may be made by licensed commercial pesticide applicators only.
3. All pesticide applications shall be done with ground type equipment. There shall be no aerial spraying of any kind.
4. Any type of audible device such as crow cannons, propane guns, popguns, etc., shall be used in accordance with, and pursuant to, the Right to Farm Act.
5. Where excessive wildlife damages occur and an undue hardship can be demonstrated by the Lessee to the Lessor, relief may be granted by the Lessor to allow the Lessee to hunt or trap. Relief may be granted only after the Lessee submits written documentation from the N.J. Division of Fish and Wildlife with recommendations and proposed methods of relief. Any hunting or trapping

allowed by the Lessor shall be in strict compliance with the N.J. Division of Fish and Wildlife Laws.

6. The Lessor, its employees, agents and/or servants, shall not be responsible for loss of any crops, equipment and/or materials due to vandalism, deer or other wildlife activities, fire, explosion, hunting, the elements or acts of third parties.
7. The safe and neat storage of all equipment and supplies related to the farming operation shall be confined to areas designated by the Lessor. All equipment and supplies shall be removed from the Preserve at the conclusion of the term of the Lease Agreement. The Lessor may designate, or permit the construction of, structures for storage of farm machinery, equipment and supplies.
8. The Lessee shall keep the Preserve free of general litter and debris and at its own expense, shall pick up and remove daily, all litter and debris.
9. All irrigation from on-site ponds and adjacent streams shall be prohibited until the Lessee shall have obtained the appropriate water usage permits from the New Jersey Department of Environmental Protection and submitted a copy of the permit to the Township Clerk.
10. The Lessor or its duly authorized agents or representatives shall have access and the right to enter upon the Preserve during all reasonable hours for the purpose of examining the same to ensure compliance with the Lease Agreement or to make repairs and alterations for the safety and preservation thereof, and to perform patrol and maintenance duties, provided however, that the Lessor's right to enter upon the Preserve shall be subject to the exercise of ordinary care and caution in doing so and shall not interfere with the business carried on by the Lessee. This subsection shall not be construed to create an obligation upon the Lessor to make any inspections or repairs. The Lessor shall have the right to enter the Preserve to perform any engineering, or other technical work, for site evaluation, soil testing, water testing, or any other purpose. The Lessor shall have the authority to establish rights of access for use by Lessor or emergency service vehicles and equipment.
11. To the extent they exist, the Lessee shall open, close and secure any gates or barriers upon entering and leaving the Preserve, to prevent unauthorized vehicles from entering the Preserve. Lessee shall not block or obstruct gates or access to the Preserve to ensure access of emergency vehicles at all times. Lessee shall be responsible for providing adequate access around the perimeter of Preserve for access by the Lessor to perform maintenance, patrol duties and site evaluation.
12. The Lessee shall have the nonexclusive right to use existing field roads for access to the Preserve, but there shall be no duty or responsibility on the part of the Lessor to keep the said roads open or to maintain or keep them in good repair.

Any alterations to be made to the said roads by the Lessee must first be approved by the Lessor.

13. The Lessee may not make any changes or additions of any nature whatsoever to the Preserve without the written consent of the Lessor. Any changes made with the consent of the Lessor shall become the property of the Lessor upon expiration of the Lease Agreement.
14. Portable storage sheds or temporary structures may not be located on the Preserve unless approved by the Lessor.
15. Throughout the term of the Lease Agreement, the Lessee agrees to take good care of the Preserve and maintain same. Lessee shall at its sole cost and expense make all repairs and perform all maintenance and land management practices (i.e. drainage, placing culverts, etc.) as is required to maintain the Preserve. If the Lessee fails to comply with this subsection, the Lessor at its option may make the repairs and the Lessee shall be required to pay the costs of same within fifteen (15) days of notification by the Lessor. Upon conclusion or termination of the Lease Agreement, the Lessee shall return the Preserve to the Lessor in its improved condition, reasonable wear and tear excepted.
16. The Lessee agrees, by method of covenant, to quit and surrender the Preserve at the expiration of the Lease. The Lessee will be required to follow nutrient and pest management recommendations by the cooperative extension service. Wear from reasonable use and damage by the elements shall be excepted.
17. The Preserve may be actively farmed. The Preserve may not be put into any type of PIK program, set-aside program or any other type of program that pays the Lessee not to farm.
18. Livestock and/or animals are not permitted on any areas except with prior written approval of the Lessor.
19. Fertilization and manuring practices, if not included in an approved Farm Plan, must be approved by the Lessor in consultation with the Soil Conservation Service.
20. The Farm Plan developed by the Soil Conservation Service and approved by the Lessor, and the Best Management Practices therein, shall supersede any clause pertaining to "how to farm".
21. Lessee shall not list and/or enroll the Preserve or any part thereof in any federal and/or state set aside program for the purpose of obtaining funds from said program as reimbursement for not farming or limited farming of the Preserve or otherwise requiring the land to remain fallow.

5.7 PROPAGATION/GREENHOUSE RENOVATION/RESTORATION REQUIREMENTS

1. Any proposed renovation/restoration of the Propagation House/Greenhouses must include the following:
 - a. the structural stabilization of the Propagation House;
 - b. careful disassembly and storage of eight (8) Greenhouses;
 - c. complete reconstruction of at least one (1) Greenhouse; and
 - d. restoration of the exterior envelope of the Propagation House.
2. All work must conform to the provisions of the New Jersey Register of Historic Places Act, including the Secretary of Interior's Standards for Rehabilitation (see Section 5.3).
3. All work must be performed by contractors and craftsmen with demonstrated successful experience in working with older buildings and construction materials, and is subject to review by the New Jersey Historic Trust and the New Jersey Historic Preservation Office.
4. The successful bidder shall specifically be responsible for:
 - a. acquisition of permits and approvals;
 - b. laboratory testing services;
 - c. construction facilities and temporary controls;
 - d. proper removal and disposal of all asbestos-containing materials;
 - e. selective demolition of designated components;
 - f. structural dismantling and disassembly of eight (8) greenhouses;
 - g. reconstruction and restoration of at least one (1) greenhouse;
 - h. storage of components of other seven (7) greenhouses (on site only if adequate space is available) with protection of remaining concrete and CMU foundations and walls;
 - i. site work including storm water drainage;
 - j. structural stabilization of the two-story Propagation House;
 - k. shoring and underpinning;
 - l. paints and coatings removal;
 - m. metal fabrications;
 - n. rough carpentry;
 - o. finish carpentry;
 - p. wood restoration;
 - q. dampproofing;
 - r. joint sealers;
 - s. new wood windows and storm sash;
 - t. restoration of existing wood windows;
 - u. painting and coatings;
 - v. electrical service;
 - w. such other work as may be required by the Standards.

5. The upper portion (above the masonry walls) must be removed (by a contractor certified to remove asbestos.) The upper portion must be completely replaced with a replica of the existing, but with safety glass (to permit public access.)
6. Masonry walls and concrete planting beds/ benches must be rehabilitated/ restored.
7. The fully restored Propagation House must include at least one unisex, barrier-free toilet room. The ground floor should be fully accessible; the basement and second floor may have restricted public access, depending on the proposed use.
8. All work is to be done in accordance with the Princeton Nurseries Propagation House Stabilization & Selected Greenhouse Restoration Project Manual, plans and specifications as provided by the Owners.

5.8 PROPAGATION/GREENHOUSE USE REQUIREMENTS

1. More than any other structures the Propagation House and attached Greenhouses are critical to the interpretation of the Preserve; it was here that much of the innovative work in developing new varieties and cultivars was done.
2. The fully rehabilitated Propagation House and Greenhouses are to be used in part to offer many opportunities for community involvement and educational programs. As a result, any proposed use of the Propagation House and/or Greenhouse(s) must also include opportunities for interpretive and educational programs open to the public.
3. Programs may be coordinated with those offered by the D&R Canal State Park and those of other groups. Consideration should be given to provide programs that meet the special needs of all visitors including those with disabilities.

5.9 INFRASTRUCTURE REQUIREMENTS

Bidders shall state in detail the proposed plan for providing infrastructure improvements, including roads, water, sanitary & storm sewer lines, electric, gas, telecommunications, etc.

SECTION VI – FINANCIAL

6.1 PRIVATE FUNDING RESTRICTIONS

Bidders are advised that the financing of the proposed project cannot in any way jeopardize the permanent preservation of the Preserve for recreation and conservation purposes. For example, while a lessee may use its leasehold interest in a historic structure as security for project financing, it may not allow a bank or other lender to obtain any type of property interest that would allow it to foreclose on any legal

(property) interest in the Preserve. To do so would essentially constitute the unauthorized disposal of parkland, since neither the Township nor the State is authorized to transfer any permanent interest in the Preserve to a private party without filing and obtaining approval for the diversion or disposal of parkland.

6.2 RENOVATION COSTS

Bidders shall provide complete information that demonstrates how the proposal will be financed, indicating estimated amount needed, source(s) of funding, anticipated terms and duration of any loans, mortgages or other financing agreements.

Each bidder is required to demonstrate that it has sufficient financial means to not only perform all proposed renovations but also sustain operations while paying off any debt incurred as a result of the renovations. Bidders must submit a proposed repayment schedule, demonstrating when any debt incurred for renovations is expected to be paid off and retired.

Supporting Financial, Business and Management Concepts including financial information on the organization and the proposed project; a description of the estimated capital investment needed to meet code and redevelopment guidelines as well as the proposed usage; and the identification of potential funding gaps (if any) that may occur with the redevelopment, must be included.

6.3 ONGOING USE AND OPERATING COSTS

Bidders shall provide complete information that demonstrates how the proposed use will be self-sustaining, indicating estimated revenue and expenses to maintain operations.

6.4 PROPERTY TAX PAYMENTS

The successful bidder shall be responsible for the payment of any property taxes resulting from use of the Preserve, and must ensure that any such property taxes that accrue from the use do not result in tax liens against the Preserve.

6.5 INDEMNIFICATION

The successful bidder for itself, its successors, and assigns, assume all risks and liabilities arising out of the restoration, renovation, rehabilitation and maintenance of the Preserve. The successful bidder covenants to defend, protect, indemnify, and save harmless the State and the Township and releases the State and the Township and each of its officers, agents, employees, successors, and assignees from and against any and all such liabilities, losses, damages, costs, expenses (including reasonable attorney's fees and expenses), causes of action, suits, claims, demands, or judgments of every nature arising from or claimed to arise, in whole or in part, in any manner out of, be occasioned by, or result from:

- a. Any injury to, or the death of, any person in or on, or any damage to property which occurs in, on, or about the Preserve, or in any manner growing out of or connected with the use, nonuse, condition, or occupancy of the Preserve;
- b. Violation of any agreement or condition of the Lease Agreement by the successful bidder, its agents, employees, contractors, invitees (express or implied), or anyone claiming by or through the successful bidder;
- c. Violation by the successful bidder of any contracts, agreements, or restrictions of record concerning the Preserve or any federal, State, or local law, ordinance, or regulation affecting the Preserve and/or the successful bidder's possession, use and occupancy thereof; or
- d. Any act, error or omission by the successful bidder, its agents, employees, contractors, invitees (express or implied), or anyone claiming by or through successful bidder in the performance of the Lease Agreement.

The successful bidder's indemnification and liability is not limited by but is in addition to the insurance obligations and any terms set forth in the Lease Agreement.

SECTION VII – ANNUAL REPORTING

7.1 SUBMISSION OF REPORTS

In order to ensure that the use of the Preserve continues to comply with the terms and conditions of the Agreement and these Specifications, the lessee shall submit an annual report to the Commission. The report must include:

1. A narrative description of the restoration and/or maintenance activities performed during the previous year.
2. An accounting of the actual expenditures incurred toward the restoration and maintenance of the Preserve.
3. If the "reasonable public access" involves periodic scheduled events, a summary of those events. The summary must include the dates of the events, the type of event, the method(s) by which the events were advertised to the public, and an estimate of the number of people who attended the event.
4. Any other information required by the Township or the State either at the time of approval or in response to specific compliance concerns that arise during the term of the lease or use agreement.

SECTION VIII - MANDATORY AFFIRMATIVE ACTION **LANGUAGE**

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

8.1 PROCUREMENT, PROFESSIONAL AND SERVICE LEASE

During the term of the Lease and any extension thereof, the bidder agrees as follows:

1. The bidder or sub-bidder, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The bidder 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, sex, affectional or sexual orientation. 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 bidder 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;
2. The bidder or sub-bidder, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the bidder, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;
3. The bidder or sub-bidder, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other Lease or understanding, a notice advising the labor union or workers' representative of the bidder's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment;
4. The bidder or sub-bidder, where applicable, agrees to comply with the regulations promulgated by the New Jersey State Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time and the Americans with Disabilities Act;
5. The bidder or sub-bidder agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2

promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time;

6. The bidder or sub-bidder agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;
7. The bidder or sub-bidder agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions;
8. The bidder or sub-bidder agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions;
9. The bidder and its sub-bidder shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purpose of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).
10. In accordance with Public Law 1975, Chapter 127, (N.J.S.A. 10:5-31) the successful bidder must submit one of the following forms of evidence:
 - a. A photo copy of their Federal Letter of Affirmative Action Plan Approval, or
 - b. A photo copy of their Certificate of Employee Information Report, or
 - c. A completed Affirmative Action Employee Information Report (Form AA302) B-22

Affirmative Action evidence must be submitted within 7 days after receipt of the notification of intent to award the Lease or receipt of the Lease, whichever is sooner.

11. The bidder's bid must be rejected as non-responsive if a bidder fails to submit (1), (2) or (3) above, within the time specified after the Lease Agreement is submitted to the bidder for signing.

8.2 AMERICANS WITH DISABILITIES

Equal Opportunity for Individuals with Disability

1. The bidder agrees that the provisions of Title II of the Americans With Disabilities Act of 1990 (the “ACT” or “ADA”) (42 U.S.C. S12101 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 thereunto, are made a part of the Agreement.
2. In providing any aid, benefit, or service on behalf of the Owners’ pursuant to the Agreement, the bidder agrees that the performance shall be in strict compliance with the Act. In the event that the bidder, its agents, servants, employees, or subbidders violate or are alleged to have violated the Act during the performance of this Agreement, the bidder shall defend the Owners in any action or administrative proceeding commenced pursuant to this Act. The bidder shall indemnify, protect, and save harmless the Owners, their agents, servants, and employees, from and against all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.
3. The successful bidder shall, at its own expense, appear, defend, and pay all charges for legal services and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith.
4. In all complaints brought pursuant to the Owners’ grievance procedures, the bidder agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owners, or if the Owners incur any expense to cure a violation of the ADA which has been brought pursuant of their grievance procedures, the bidder shall satisfy and discharge the same at its own expense.
5. The Owners shall, as soon as practicable after a claim has been made against either one of them, give written notice thereof to the bidder along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the Owners or any of their agents, servants, and/or employees, the Owners shall expeditiously forward or have forwarded to the bidder every demand, complaint, notice, summons, pleading, or other process received by the Owners or their representatives.
6. It is expressly agreed and understood that any approval by the Owners of the services provided by the bidder pursuant to the Agreement will not relieve the bidder of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owners pursuant to this paragraph.
7. It is further agreed and understood that the Owners assume no obligation to indemnify or save harmless the bidder, its agents, servants, employees and

subbidders for any claim which may arise out of their performance of this Agreement. Furthermore, the bidder expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the bidder's obligations assumed in the Agreement, nor shall they be construed to relieve the bidder from any liability, nor preclude the Owners from taking any other actions available under any other provisions of the Agreement or otherwise at law.

SECTION IX – BID PROPOSAL FORMS

OWNER DISCLOSURE STATEMENT

All corporate or partnership bidders shall complete this form which is in accordance with P.L. 1977 Ch. 33, N.J.S.A. 52:25-24.2

List of shareholders, owners or partners with 10% or more of the stock or interest in said corporation, company or partnership (any listed stockholder, owner or partner that is, itself, a corporation, company or partnership must also disclose its shareholders, owners or partners as above provided).

<u>Shareholder, Owner or Partner</u>	<u>% Interest</u>	<u>Address</u>
--------------------------------------	-------------------	----------------

() No stockholder, owner or partner of the corporation, company or partnership holds 10% or more ownership.

() Bidder is not a corporation, company or partnership.

I hereby certify that the information given above is true and correct as of

_____.
(Date of Proposal)

Title and Signature of Authorized Representative

If there are any questions concerning this form or its completion, refer to Statute PL. 1977, CH. 33, N.J.S.A. 52:25-24.2

AFFIRMATIVE ACTION AFFIDAVIT

1. Our company has a Federal Affirmative Action Plan approval.

___YES

___NO

If yes, a copy of said approval shall be submitted within seven (7) working days of the notice of intent to award the Contract or the signing of the Agreement.

2. Our company has a New Jersey State Certificate of Approval.

___YES

___NO

If yes, a copy of the New Jersey State Certificate shall be submitted within seven (7) working days of the notice of intent to award the Contract or the signing of the Agreement.

3. If you answered no to both questions above, request an Affirmative Action Employee Information Report (AA-302) be mailed to you. Complete the form and forward it to the Affirmative Action Office, Department of Treasury, P.O. Box 209, Trenton, NJ 08625. A copy shall be submitted within seven (7) days of the notice of the intent to award the Contract or the signing of the Agreement.

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

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

REFERENCES

List references who have direct knowledge and/or experience with the bidder's experience and ability to provide these services: (Please feel free to respond on a separate sheet of paper).

<u>Name</u>	<u>Address</u>	<u>Phone</u>	<u>Email or Fax</u>
<hr/>			
<hr/>			
<hr/>			

BID PROPOSAL COVER FORM

TO: Mapleton Preserve Commission
c/o Township of South Brunswick
Attn: Lisa Ward
540 Ridge Road
P.O. Box 190
Monmouth Junction, NJ 08852

PROPOSAL OF: _____

ADDRESS: _____

FOR: restoration, renovation, rehabilitation and maintenance of the Mapleton Preserve Warehouse(s), Greenhouses, Propagation House and surrounding fields in a manner that is economically self-sustaining and also sympathetic to the retention of the historical elements of the Preserve's buildings and the cultural landscape.

We hereby submit the attached Proposal for the above-described purpose. We certify that we are the only person or persons interested in this Proposal, that it is made without collusion with any person, firm, company or corporation making another Proposal for the same Contract, that the Proposal is in all respects fair and that no office of South Brunswick Township ("Township"), the State of New Jersey, Department of Environmental Protection ("DEP") or any person in their employ is directly or indirectly interested in this Proposal or in the supplies or work to which it relates, or in the profits or any portion thereof.

We further declare that we have carefully examined the Instructions to Bidders, Specifications and Lease Agreement Form included in the Request for proposals, and that we propose the attached in response.

I hereby certify that all of the foregoing statements made by me are true. I hereby submit this bid proposal and the information contained herein knowing that the Mapleton Preserve Commission, the Township of South Brunswick and the State of New Jersey will rely upon the information I have given to award a lease agreement. I understand that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: _____

Signature of Bidder

Please provide written answers to the following inquiries:

1. How many years has your organization been in business under its present business name?
2. Under what other or former names has your organization operated?
3. If your organization is a corporation, provide the following information: date of incorporation; State of incorporation; president's name; vice president's name; secretary's name; treasurer's name; and corporate agent for service.
4. If your organization is a limited liability company, provide the following information: date of formation; State of formation; managing member's name; and the company's agent for service.
5. If the organization is a partnership, provide the following information: date of organization; type of partnership; and name(s) of general partner(s).
6. If your organization is individually owned, provide the following information: date organization established; and name of owner.
7. Has your organization ever failed to complete any contract awarded to it?
8. Within the past five (5) years, has any officer or principal of your organization ever served as an officer or principal of another organization when it failed to complete a contract?
9. Are there any judgments, claims, arbitration proceedings, or lawsuits pending or outstanding against your organization or its officers or principals?
10. Has your organization filed any lawsuits or requested arbitration with regard to any contracts within the last five (5) years?
11. Has any owner made a claim against you, which has resulted in arbitration or litigation with the past five (5) years?
12. Has your organization or any of its officers, principals or owners ever been convicted of a crime, or are they presently the target of any criminal or administrative investigation?
13. Has your organization or any of its officers, principals, or owners ever been disqualified, suspended, or debarred from a contract with any Federal, State, or local government entity?

SUPPLEMENTAL
BID PROPOSAL FORM

USE OF FIELDS AT MAPLETON PRESERVE

Name: _____
Business Address: _____
Contact Person: _____
Phone Number: _____ Fax Number: _____
Cell Number: _____
Emergency Contact Person: _____
Emergency Contact Phone Number: _____
Years of farming experience _____
Are you presently farming? _____ If yes, where? _____
What crops have you farmed? _____

Number of employees expected on the property devoted to farming and/or use of fields:

Describe what will be planted/farmed on the property: _____

What months will active farming take place? _____

Attach a copy of the conservation plan proposed for the property.

Attach hereto any approvals received from the State Agriculture Development Committee regarding your proposed management practices.

State whether you have a New Jersey Department of Environmental Protection Certified Applicator Registration license. _____

If you have such license, provide the license # and attach a copy to this proposal.

State the types and amounts of all chemicals and fertilizers you anticipate using on the property in a typical calendar year: _____

Describe your proposed method of irrigation and whether any water usage permits have been obtained, or are required, from the New Jersey Department of Environmental Protection: _____

Describe how you will provide public access to the property and for what types of activities: _____

I hereby certify that all of the foregoing statements made by me are true. I hereby submit this bid proposal and the information contained herein knowing that the Mapleton Preserve Commission, the Township of South Brunswick and the State of New Jersey will rely upon the information I have given to award a lease agreement. I understand that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: _____

Signature of Bidder

PROMISE TO EXECUTE LEASE

Bidder agrees to execute the Lease Agreement, in a form substantially consistent with the lease shown as Appendix C in the Request for proposals, within thirty (30) days after receiving notice that a Lease Agreement has been awarded and approved by the New Jersey State House Commission.

The bidder is a: (1) partnership
(circle one) (2) corporation
 (3) individual or sole proprietorship
 (4) limited liability company
 (5) limited liability partnership

under the Laws of the State of _____

having its principal office at: _____

in the _____ of _____,

County of _____ and State of _____ .

This Proposal is submitted by:

(Signature of Individual, Partner or Officer Signing the Proposal)

(Title)

If a partnership, corporation, LLC or LLP, give the names of all partners or members or all other officers of the business with the address for each:

(SEAL) *(Seal required only if Bidder is a corporation.)*

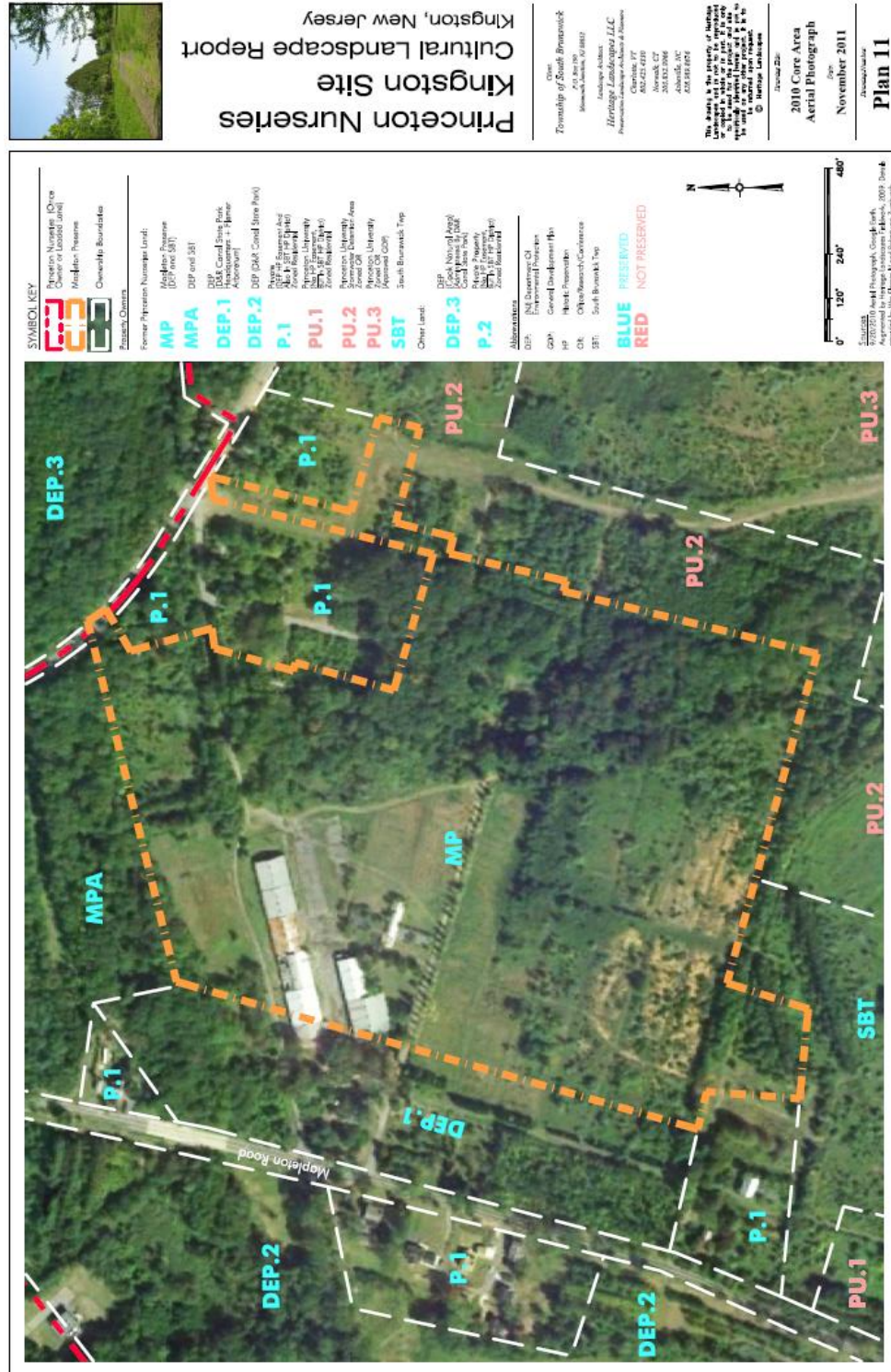
Subscribed and sworn to before me this _____ day of _____, 2018.

Notary Public of

My Commission Expires: _____

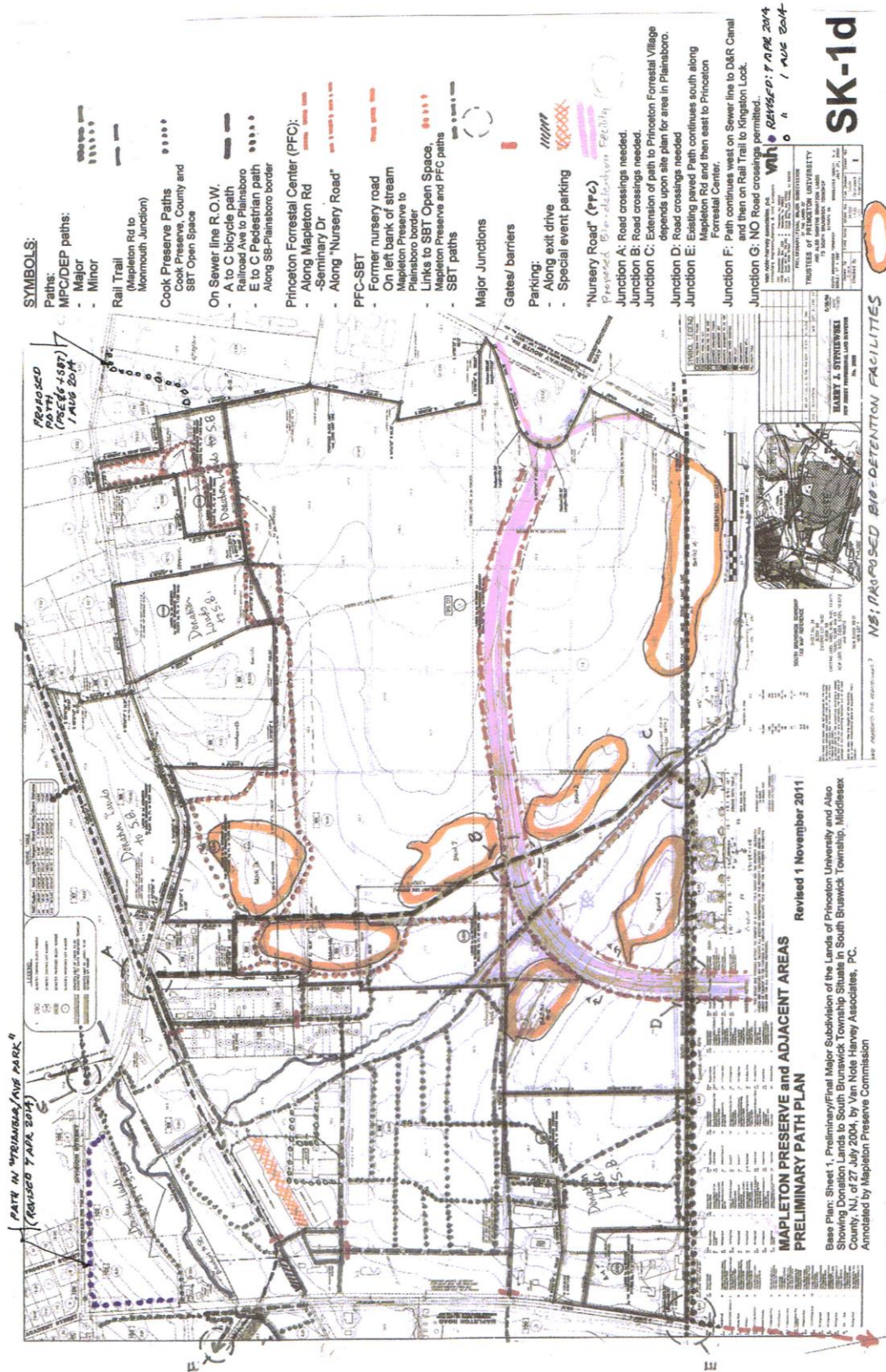
Maps

1. Aerial Photograph

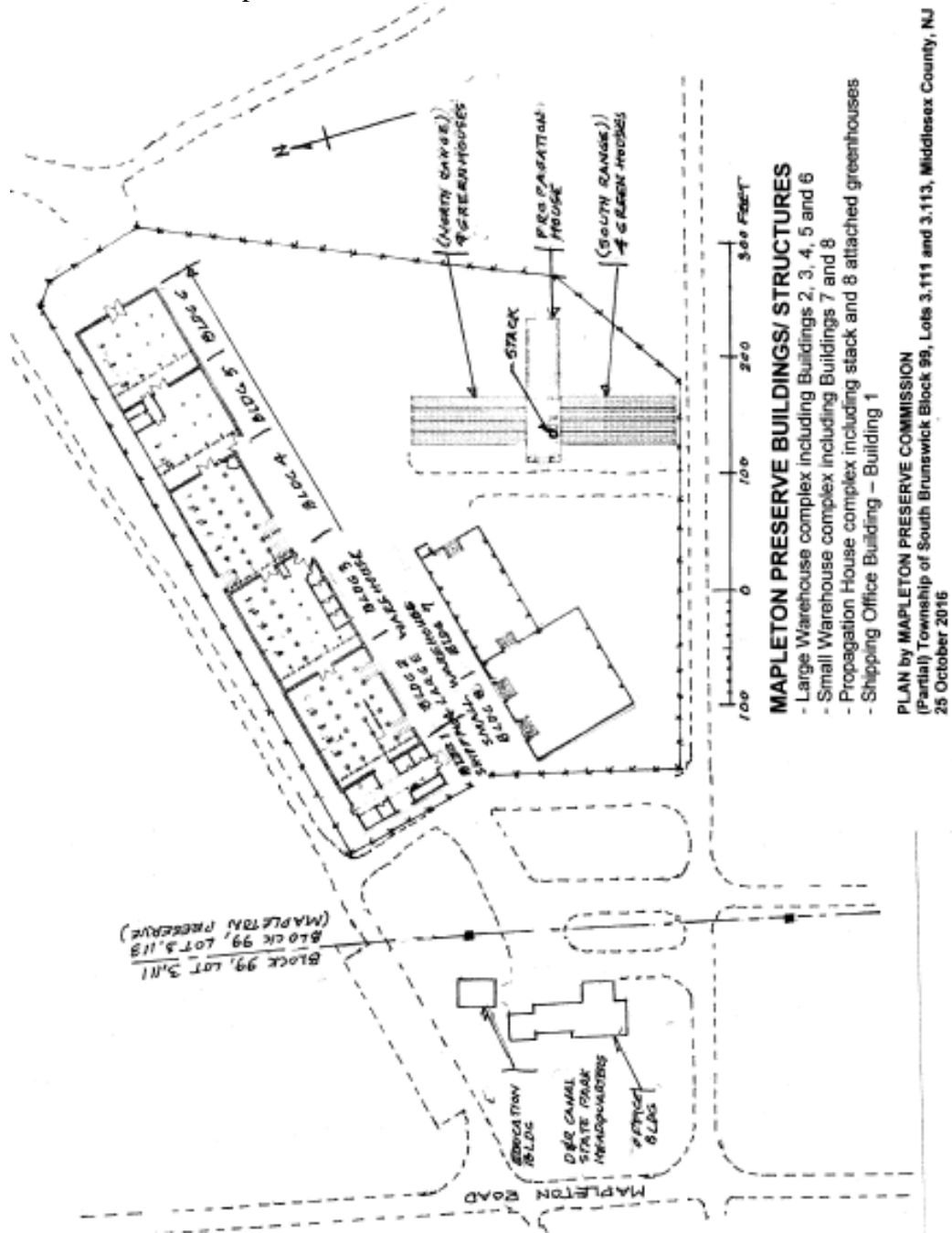


46

3. MPC Proposed Path Plan



4. MPC Core Area Map



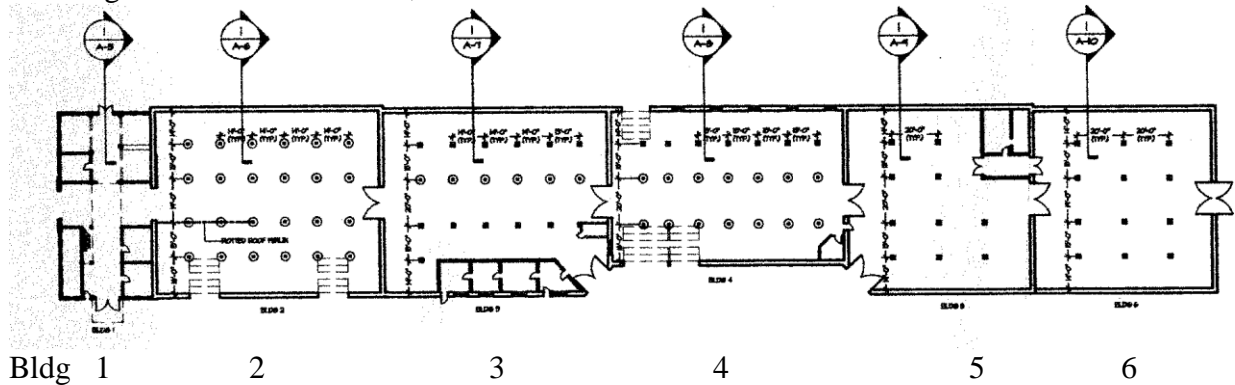
5. Princeton Nurseries State Register of Historic Places Districtⁱ



Summary of Areas and Dimensions

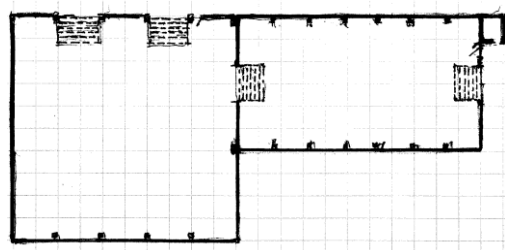
SHIPPING OFFICE (Bldg 1) and LARGE WAREHOUSE COMPLEX (Bldgs 2-6):

	W x L	Interior sf	Height
Building 1	40' x 82 '	3,120 sf	11'-11"
Building 2	82' x 98 '	7,760 sf	15'-0" to 20'-0"
Building 3	82' x 98 '	7,760 sf	15'-0" to 20'-0"
Building 4	68' x 102 '	6,565 sf	13'-0" to 20'-0"
Building 5	80' x 80 '	6,120 sf	13'-0" to 20'-0"
Building 6	80' x 82 '	6,006 sf	13'-0" to 21'-0"



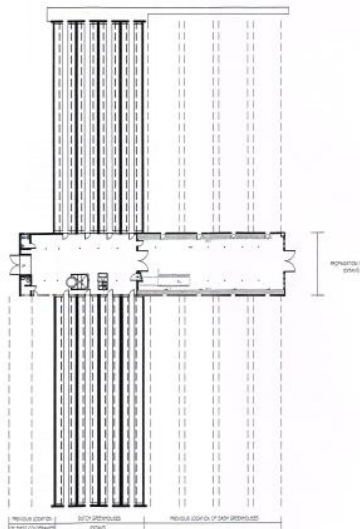
SMALL WAREHOUSE COMPLEX (Bldgs 7-8):

	W x L	Interior sf	Height
Building 7	60' x 110'	6,600 sf	18' clear
Building 8	100' x 100'	10,000 sf	18' clear



PROPAGATION HOUSE and ATTACHED GREENHOUSES:

	<u>W x L</u>	<u>Interior sf</u>	<u>Height</u>
Propagation House	30.5' x 131'	3,834 sf	8'-11.5"
Greenhouses (each)	11' x 100'	1,000 sf	7'-2"
Greenhouses (each range)	44' x 100'	4,000 sf	
Greenhouses (total – 2 ranges)		8,000 sf	



Propagation House and attached greenhouses

APPENDIX B

Photographs of Preserve



LARGE WAREHOUSE COMPLEX from east



LARGE WAREHOUSE COMPLEX from west



SMALL WAREHOUSE COMPLEX (East end) Bldg 7



SMALL WAREHOUSE COMPLEX (middle) Bldgs 7 + 8



SMALL WAREHOUSE COMPLEX (west end) Bldgs 7 + 8

BUILDING 1 (“Shipping Office”):



BUILDING 1 (“Shipping Office”) from Southwest

PROPAGATION HOUSE and ATTACHED GREENHOUSES:



PROPAGATION HOUSE and ATTACHED GREENHOUSES (from Southwest)



PROPAGATION HOUSE and ATTACHED GREENHOUSES (from Southwest)

APPENDIX C

LEASE AGREEMENT

This Lease Agreement is made as of the ____ day of _____, 2018, by and between the **Township of South Brunswick** (“Township”) having its principal place of business at 540 Ridge Road, Monmouth Junction, NJ 08852; the **State of New Jersey, Department of Environmental Protection, Division of Parks and Forestry** (“DEP”) having its principal place of business at the New Jersey State Park Service, 440 East State Street, Trenton, NJ 08625-0420 and _____ (“Lessee”), having its principal place of business at _____

PREAMBLE:

WHEREAS, the Township and the DEP (together referred to as “Owners” or “Lessors”) are the owners of property located at 145 Mapleton Road, described as Block 99, Lot 3.113, on the tax maps of the Township of South Brunswick, known as the Mapleton Preserve (“Preserve”), consisting of approximately 52.9 acres located in South Brunswick Township, Middlesex County, NJ, containing the following:

- Large Warehouse complex including Buildings 2, 3, 4, 5 and 6.
- Small Warehouse complex including Buildings 7 and 8.
- Propagation House complex including the Propagation House and Chimney Stack.
- Eight (8) attached Greenhouses.
- Shipping Office (Building 1).
- Surrounding fields.

(“Property”); and

WHEREAS, the Owners issued a Request for Proposals (“RFP”) for a lease of a portion of the Property for the restoration, renovation, rehabilitation and maintenance of the Large and Small Warehouses, Greenhouses, Propagation House and the surrounding fields in a manner that is economically self-sustaining and also sympathetic to the retention of the historical elements of the Preserve’s buildings and the cultural landscape (“Project”); and

WHEREAS, Lessee submitted the successful proposal in response to the RFP, and Owners and Lessee are desirous of entering into this Lease Agreement in order to set forth the terms and conditions of the agreement for renovation and use of a portion of the Property;

NOW, THEREFORE, IT IS AGREED between the Owners and the Lessee as follows:

SECTION 1. AGREEMENT; LEASED PREMISES:

1.1 The leased premises are located at the Mapleton Preserve (former Princeton Nurseries) and consist of:

- the Large Warehouse complex;
- the Small Warehouse complex;
- the Propagation House;
- Eight (8) Greenhouses; and
- the surrounding fields,

all having a street address of 145 Mapleton Road, Princeton, NJ 08540, as shown on the attached Exhibit A ("Premises").

1.2 All Specifications contained in and contained in the Request for Proposals are incorporated herein by reference into this Agreement, and shall be binding upon the parties.

1.3 Lessee may make use of other areas of the Property outside of the Premises only upon application for a Special Use Permit ("SUP"). All approvals of any SUP(s) shall be made by the Owners according to the rules and criteria governing same, and such approvals shall not be unreasonably withheld. All use of other areas as set forth in the SUP by Lessee shall be in compliance with the terms of the SUP.

SECTION 2. TERM; RENEWAL:

2.1 The Term of the Agreement shall be _____ years, unless the Agreement is terminated or ends sooner pursuant to the terms of this Agreement or by operation of law.

2.2 The Term of the Agreement shall commence on the date of full execution of this Agreement ("Commencement Date").

2.3 At the expiration of the lease term, the Lessors may consider execution of a new lease, or a renewal of this Lease Agreement, in accordance with applicable law at the time of execution. The execution of a new lease or the renewal of this Lease Agreement shall be subject to the approval of the Lessors pursuant to the terms and conditions set forth in N.J.A.C. 7:36, as may be amended or supplemented. In the event a new or renewal term constitutes a diversion, as defined in N.J.A.C. 7:36-25.2 or due to any successor law or new regulation hereafter promulgated, the Lessee shall be required, at Lessee's sole cost, to satisfy the then-existing regulations governing diversions of Green Acres encumbered land.

2.4 If the Lessee wishes to exercise a new lease or a renewal of this Lease Agreement, it shall notify the Owners in writing at least two (2) years prior to the expiration of the then current term.

2.5 The Owners reserve the right to disapprove a new lease with Lessee, or the renewal of this Lease Agreement, if the Owners determine: (1) Lessee has not satisfactorily complied with the terms, covenants, or conditions herein provided or pursuant to law; (2) Lessee has not received financing for and begun the renovations during the Renovation Period; (3) that continuation of this Agreement is not consistent with reasonably anticipated plans for development or use of the Preserve by the Owners; or (4) renewal of this Agreement is not otherwise in the public interest.

SECTION 3. CONTINGENCIES:

3.1 This Agreement is contingent upon receipt of the following approvals:

3.1.1. State House Commission: By statute, parkland leases for 25 years or more constitute a diversion of parkland (regardless of the purpose of the lease.) Diversions and disposals of parkland require the filing of an application under N.J.A.C. 7:36-26, review of the application by Green Acres, and the approval of the application by the NJDEP Commissioner and the State House Commission.

3.1.2. New Jersey Register of Historic Places: Any public undertaking that would "encroach upon, damage or destroy" any registered historic property must be reviewed and receive prior authorization from the Commissioner of the Department of Environmental Protection. The definition of the term "undertaking" includes leases and agreements or other forms of permission allowing third party use of registered property pursuant to N.J.A.C. 7:4-1.3.

3.1.3. Municipal Land Use: All necessary and appropriate land use approvals that may be required pursuant to the Municipal Land Use Law (N.J.S.A. 40:55D-1, et seq.) from all State, County, local and third-party agencies for the proposed development and use of the Property.

3.2 The Owners and Lessee shall work together toward satisfactory completion of all applications for the above approvals. So long as the Lessee diligently pursues and prosecutes applications for all necessary approvals, Lessee shall have a reasonable amount of time to secure all of the approvals.

3.3 In the event it appears to the Owners that the Lessee has failed or refused to diligently pursue the necessary approvals, or if, despite the diligent pursuit of same the approvals have not been granted, or if any of the applications for approvals are denied, any party may notify the others that it intends to terminate this Agreement pursuant to the provisions of Section 19.

SECTION 4. RENOVATION OF THE PREMISES:

4.1 Once all of the approvals required in Section 3 have been received, the Lessee shall perform the following renovation work:

4.1.1. Large Warehouse Complex:

SPECIFIC DETAILS TO BE SUPPLIED ONCE LESSEE IS IDENTIFIED

4.1.2. Small Warehouse Complex:

SPECIFIC DETAILS TO BE SUPPLIED ONCE LESSEE IS IDENTIFIED

4.1.3. Fields:

SPECIFIC DETAILS TO BE SUPPLIED ONCE LESSEE IS IDENTIFIED

- 4.1.3.1. Renovation/restoration of any fields shall be done in accordance with Best Management Practices as determined by the State of New Jersey, Department of Agriculture, Rutgers Cooperative Extension and NRCS.
- 4.1.3.2. Lessee shall specifically follow soil reclamation practices and soil and water conservation practices as contained in the Best Management Practices.
- 4.1.3.3. The results of soil, water and other environmental testing shall be provided by Lessee for review by the Owners. Any contaminants identified as part of such testing must be remediated according to the requirements of all Federal and State law prior to use of the fields.

4.2 The Lessee shall perform all renovation work to the Large and Small Warehouse Complexes, Propagation House and Greenhouses in conformance with provisions of the New Jersey Register of Historic Places Act, including the Secretary of Interior's Standards for Rehabilitation, found at: <https://www.nps.gov/tps/standards.htm>. ("Standards"). These Standards include:

- 4.2.1 The property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.
- 4.2.2 The historic character of the property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize the property will be avoided.
- 4.2.3 The property will be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
- 4.2.4 Changes to the property that have acquired historic significance in their own right will be retained and preserved.
- 4.2.5 Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize the property will be preserved.

- 4.2.6 Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
- 4.2.7 Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
- 4.2.8 Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
- 4.2.9 New additions, exterior alterations or related new construction will not destroy historic materials, features and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
- 4.2.10 New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Guidelines can also be found at:

<https://www.nps.gov/tps/standards/treatment-guidelines-2017.pdf>.

4.3 The Lessee will be required to obtain all permits and shall otherwise be required to comply with all terms and conditions of the Americans with Disabilities Act, Uniform Construction Code (UCC), Uniform Fire Safety Act, and the Uniform Fire Code. Lessee will furnish all drawings, interior design, and plans to the Owners for review and approval prior to construction.

4.4 The Lessee shall provide, at its own cost and expense, the following:

- 4.4.1 All equipment, fixtures and furniture necessary in performing the renovation work.
- 4.4.2 All necessary labor, materials and supplies.
- 4.4.3 All costs associated with providing and maintaining utility services to the Premises, including the cost of installation, operation and maintenance of all water, sanitary sewer, storm sewer, telecommunication, electric and gas transmission lines.

4.5 All renovation work, repairs, or alterations made by or at Lessee's instance shall be done in a good and workmanlike manner, with good class materials, in compliance with any applicable governmental rules and regulations, and the cost of such work, compliance and all permits required shall be paid by Lessee.

4.6 Any renovations, alterations, installations, repairs, additions, or improvements, except Lessee's trade fixtures, shall become the property of the Owners and shall remain upon and be surrendered with the Premises, as part thereof, at the expiration or sooner

termination of this Agreement, or at the Owners' option, shall be removed by Lessee not later than the expiration or sooner termination of this Agreement.

4.7 The Lessee shall complete all renovation work at the Premises no later than five (5) years from the Commencement Date of this Agreement ("Renovation Period").

4.8 Upon completion of the Renovation Period, the Lessee shall establish and thereafter maintain a capital improvement fund so as to have funds available in the future for capital improvements or major repairs to the Premises. Such improvements and/or repairs shall include, but are not limited to, repair and/or replacement of the roof, structural elements, heating and cooling systems, painting, landscaping, etc. Any capital improvements proposed by the Lessee must first be reviewed and approved by the Owners, and must comply with the requirements set forth for renovations as are set forth herein and in the Specifications.

SECTION 5. USE OF THE PREMISES:

5.1 The Lessee shall be permitted to make use of the Premises as follows:

5.1.1. Large Warehouse Complex:

SPECIFIC DETAILS TO BE SUPPLIED ONCE LESSEE IS IDENTIFIED

5.1.2. Small Warehouse Complex:

SPECIFIC DETAILS TO BE SUPPLIED ONCE LESSEE IS IDENTIFIED

5.1.3. Fields:

SPECIFIC DETAILS TO BE SUPPLIED ONCE LESSEE IS IDENTIFIED

5.1.3.1. Pesticides shall be applied only under the supervision and control of a person holding a current New Jersey Department of Environmental Protection Certified Applicator Registration License. This registration number and related categories, if held by the Lessee, must be supplied to the Lessor prior to the effective date of the Lease.

5.1.3.2. A record of the type and amount of all chemicals and fertilizers and dates of application shall be maintained by the Lessee and submitted to the Township Clerk at the end of each calendar year. Misuse of pesticides or any chemicals will not be tolerated and will entitle the Lessor to immediately terminate the Lease. This termination shall be without any liability for compensation. Pesticide applications may be made by licensed commercial pesticide applicators only.

- 5.1.3.3. All pesticide applications shall be done with ground type equipment. There shall be no aerial spraying of any kind.
- 5.1.3.4. Any type of audible device such as crow cannons, propane guns, popguns, etc., shall be used in accordance with, and pursuant to, the Right to Farm Act.
- 5.1.3.5. Where excessive wildlife damages occur and an undue hardship can be demonstrated by the Lessee to the Lessor, relief may be granted by the Lessor to allow the Lessee to hunt or trap. Relief may be granted only after the Lessee submits written documentation from the N.J. Division of Fish and Wildlife with recommendations and proposed methods of relief. Any hunting or trapping allowed by the Lessor shall be in strict compliance with the N.J. Division of Fish and Wildlife Laws.
- 5.1.3.6. The Lessor, its employees, agents and/or servants, shall not be responsible for loss of any crops, equipment and/or materials due to vandalism, deer or other wildlife activities, fire, explosion, hunting, the elements or acts of third parties.
- 5.1.3.7. The safe and neat storage of all equipment and supplies related to the farming operation shall be confined to areas designated by the Lessor. All equipment and supplies shall be removed from the Property at the conclusion of the Lease. The Lessor may designate, or may permit the construction of, structures for storage of farm machinery, equipment and supplies.
- 5.1.3.8. The Lessee shall keep the Property free of general litter and debris and at its own expense, shall pick up and remove daily, all litter and debris that is produced as a result of the farming operation.
- 5.1.3.9. All irrigation from on-site ponds and adjacent streams shall be prohibited until the Lessee shall have obtained the appropriate water usage permits from the New Jersey Department of Environmental Protection and submitted a copy of the permit to the Owners.
- 5.1.3.10. To the extent they exist, the Lessee shall open, close and secure any gates or barriers upon entering and leaving the Property, to prevent unauthorized vehicles from entering the Property.
- 5.1.3.11. Lessee shall not block or obstruct gates or access to the Property to ensure access of emergency vehicles at all times. Lessee shall be responsible for providing adequate access around the perimeter of Property for access by the Lessor to perform maintenance, patrol duties and site evaluation.

- 5.1.3.12. The Lessee shall have the nonexclusive right to use existing field roads for access to the Property, but there shall be no duty or responsibility on the part of the Lessor to keep the said roads open or to maintain or keep them in good repair. Any and all alterations to be made to the said roads by the Lessee must first be approved by the Lessor.
- 5.1.3.13. Portable storage sheds or temporary structures may not be located on the Property unless approved by the Lessor.
- 5.1.3.14. Throughout the term of the Lease Agreement, the Lessee agrees to take good care of the Property and maintain same. Lessee shall at its sole cost and expense make all repairs and perform all maintenance and land management practices (i.e. drainage, placing culverts, etc.) as is required to maintain the Property. If the Lessee fails to comply with this subsection, the Lessor at its option may make the repairs and the Lessee shall be required to pay the costs of same within fifteen (15) days of notification by the Lessor. Upon conclusion or termination of the Lease Agreement, the Lessee shall restore and/or repair the fields, to such extent as is practical, to the condition they were in prior to the commencement of the Lease.
- 5.1.3.15. The Lessee agrees, by method of covenant, to quit and surrender possession of the fields at the expiration of the Lease. The Lessee will be required to follow nutrient and pest management recommendations by the cooperative extension service. Wear from reasonable use and damage by the elements shall be excepted.
- 5.1.3.16. The Property shall be actively farmed. The Property may not be put into any type of PIK program, set-aside program or any other type of program that pays the Lessee not to farm. The Lessee may be given the opportunity to “land bank” certain tracts, with the approval of the Lessor. Such tracts shall be mowed a minimum of two (2) times during the calendar year.
- 5.1.3.17. Livestock and/or animals are not permitted on any areas except with prior written approval of the Lessor.
- 5.1.3.18. Fertilization and manuring practices, if not included in an approved Farm Plan, must be approved by the Lessor in consultation with the Soil Conservation Service.
- 5.1.3.19. The Farm Plan developed by the Soil Conservation Service and approved by the Lessor, and the Best Management Practices therein, shall supersede any clause pertaining to “how to farm”.

5.1.3.20. Lessee shall not list and/or enroll the Property or any part thereof in any federal and/or state set aside program for the purpose of obtaining funds from said program as reimbursement for not farming or limited farming of the Property or otherwise requiring the land to remain fallow.

5.1.3.21. To the extent Lessee utilizes the fields to grow crops or other products intended for human consumption, either in their raw form or after processing, Lessee shall be required to comply with all Federal, State, County and Local requirements for the safe handling, storage, marketing, service and consumption of such crops or products.

5.1.4. Propagation House/Greenhouse(s):

SPECIFIC DETAILS TO BE SUPPLIED ONCE LESSEE IS IDENTIFIED

5.1.4.1. The fully rehabilitated Propagation House and Greenhouses are to be used in part to offer opportunities for community involvement and educational programs. As a result, use of the Propagation House and/or Greenhouse(s) shall also include opportunities for interpretive and educational programs open to the general public.

5.1.4.2. Programs may be coordinated with those offered by the Lessor, the D&R Canal State Park and those of other groups.

5.1.4.3. Consideration should be given to provide programs that meet the special needs of all visitors including those with disabilities.

5.2 The Lessee will be required to obtain all necessary licenses, permits and approvals required to operate and use the Premises in the manner set forth herein.

5.3 If the Lessee intends to serve and/or sell alcoholic beverages as part of the use and operation of the Premises, a license from the New Jersey Division of Alcoholic Beverage Control must be obtained before the service, consumption or sale of alcoholic beverages may occur. Because the Property is jointly owned by the DEP and the Township, Lessee must obtain the license from the New Jersey Division of Alcoholic Beverage Control and not from the Township. If the Lessee obtains an appropriate license from the New Jersey Division of Alcoholic Beverage Control, it will be required to directly provide the alcohol-related services associated with the license and will not be permitted to enter into a subcontract for these services.

5.4 If the Lessee intends to provide different types of services, each of which involves the sale, consumption and/or service of alcoholic beverages (ie – a winery and a restaurant), each service will be required to obtain the appropriate license for the sale, service and/or consumption of alcoholic beverages as may be required by law.

5.5 The Lessee shall begin operation and use of the Premises within sixty (60) days of the completion of the Renovation Period, and thereafter maintain continuous operation and use for the remainder of the Term (“Operation Period”).

5.6 The uses permitted herein are considered beneficial to the public since they will result in the restoration, rehabilitation and maintenance of the Premises in a manner consistent with the Standards. The uses are also beneficial to the public since they will supplement and compliment the recreation and conservation purposes of the Property in general, drawing public attention to the natural and historic features of the Property and its surrounding cultural landscape.

5.7 Any areas of the Property not included in the Premises shall be limited to recreation and conservation purposes as defined by the Green Acres statutes and regulations, and shall be managed by the Township in accordance with the Management Agreement as well as the New Jersey Register of Historic Places Act and its accompanying rules. These areas of the Property shall be managed for passive recreation, historic preservation, and nature preserve purposes as well as uses of any structures consistent with the historic agricultural and horticultural activities of the Property (i.e., an interpretive outdoor educational, horticultural and historic preservation center and a historic landscape greenway/passive recreational trail corridor). Permitted uses in these areas of the Property shall include hiking, birding, photography, nature walks as well as uses related to historic preservation and horticultural purposes and associated activities pertaining thereto, such that any such use would not be a detriment to the State Princeton Nurseries Historic District designation. Prohibited uses include motorized vehicles (snowmobiles, ATV’s, or dirt bikes), hunting, overnight use, and such other uses as may be established by municipal ordinance. Use of the Premises by the Lessee shall not interfere with the use of the surrounding Property for recreation and conservation purposes.

5.8 The Lessee shall ensure that the public has reasonable access to the Premises and the Property. Lessee shall conduct all activities so as not to interfere with, impair, or prevent the Owners’ development, maintenance, management, and operation of the Property, including emergency closure, and the safe use and enjoyment thereof by the public. Lessee shall coordinate with the Owners all activities which could adversely affect the Property or the public's use and enjoyment thereof and shall implement all measures reasonably required by the Owners to minimize such adverse effects.

5.9 During the term of this Agreement, Lessee shall have full control over the day-to-day operations of the Premises including, but not limited to, handling the collection and deposit of all money, hiring and supervision of all employees, and purchasing of all goods and services consistent with the operation of the Premises. Lessee shall also be responsible for handling disputes with third parties, collecting and paying appropriate taxes, obtaining all appropriate permits, and providing accountability to the Owners for its activities. Lessee shall provide, at its sole cost and expense, the following:

- 5.9.1 All equipment, fixtures and furniture necessary and customary to the proposed use and operation.
- 5.9.2 Signage compatible with the Preserve and consistent with the D&R Canal State Park design standards, to be purchased and installed only after consultation with the Owners.
- 5.9.3 Daily cleaning of the Premises, including solid waste and recycling collection and removal.
- 5.9.4 Maintenance and repair of all facilities, buildings, structures and fields forming a part of the Premises, including grass cutting, snow removal, etc.
- 5.9.5 All costs associated with providing and maintaining utility services to the Premises, including the cost of the operation and maintenance of all water, sanitary sewer, storm sewer, telecommunications, electric and gas transmission lines.

5.10 The Lessee agrees to use its best efforts to provide and/or participate in public outreach efforts as may be requested by the Township, DEP and/or the D&R Canal State Park Commission.

5.11 The Lessee shall provide reasonable assistance to the Township, DEP and/or the D&R Canal State Park Commission with the interpretation and educational efforts designed for the public.

5.12 Should the New Jersey Department of Environmental Protection or any other federal, state, county or local agency responsible for overseeing environmental laws determine that due to an accident or an act by the Lessee or the Lessee's agents, employees, guests or invitees, that a clean-up be undertaken because of any spill or discharge of hazardous substances or wastes at the Property then Lessee shall, at its own expense, prepare and submit the required plans and financial assurances, and carry out the approved plans. Lessee shall indemnify, defend and save the Lessor harmless from all fines, suits, procedures, claims and actions of any kind arising out of or in any way connected with any spills, discharges, hazardous substances or waste at the Property; and from all fines, suits, procedures, claims and actions of any kind arising out of the Lessee's failure to provide all information, make all submissions and take all actions required under any environmental law. Lessee shall effectuate and complete full compliance with all applicable environmental laws which the Lessee is subject to, including but not limited to any necessary clean-up, prior to the termination date of the Lease. Lessee shall commence its compliance with such laws in sufficient time prior to the termination date of the Lease. Lessee's obligations under this subsection shall survive the termination of the Lease.

5.13 The Lessee shall comply with all of the terms and conditions of the South Brunswick Township noise ordinance. If Lessee permits any part of the Premises to be used by third parties for business or social events, the Lessee shall be responsible for ensuring that such use is in compliance with the South Brunswick Township noise ordinance.

SECTION 6. RENT:

6.1 Beginning on the Commencement Date and continuing until the end of the Renovation Period, the monthly rent payable from Lessee to Lessors shall be \$ 0 , in consideration of the “in-kind” payments Lessee shall make in the form of the renovation work required under the terms of this Agreement and in the Specifications.

6.2 At the conclusion of the Renovation Period, beginning on the first day of the Operation Period and continuing for the remainder of the Term, the monthly rent payable from Lessee to Lessors shall be a combination of Fixed Rent and Variable Rent, calculated as follows:

6.2.1. Fixed Rent

(i) Lessee shall pay to the Owners an annual base monthly fixed rent (“Fixed Rent”) in the amount of Forty-Eight Thousand Dollars (\$48,000), to be paid in twelve equal monthly installments on the first (1st) day of each month in the amount of Four Thousand Dollars (\$4,000).

(ii) The Fixed Rent shall increase annually by three (3) percent beginning on the first anniversary of the Operation Period.

(iii) If the Lessors and Lessee opt to renew this Agreement after the initial term, the Fixed Rent shall be increased at the beginning of the Renewal Term by three percent (3%) over the last year of the previous term’s Fixed Rent. The Fixed Rent shall increase annually by three percent (3%) thereafter beginning on the first anniversary of the Renewal Term, payable in twelve equal installments on the first of each month.

6.2.2. Variable Rent

(i) Every six months, Lessee shall calculate an amount due to the Owners as “Variable Rent” and pay such amount to the Owners by the first (1st) day of the following month. Such Variable Rent shall be calculated by multiplying the total gross receipts of up to \$600,000 by seven percent (7%), and if the total gross receipts are greater than \$600,000, multiplying the total gross receipts above \$600,000 by ten percent (10%).

(ii) Variable Rent shall be paid along with Fixed Rent as indicated above.

(iii) For purposes of calculating the Variable Rent, total gross receipts shall be defined to include all sales at the gross selling price of food, alcoholic and non-alcoholic beverages, and items of every character sold in, upon, or through any part of the Premises by Lessee, or any other person, firm, or corporation, including, but not limited to, all revenues and sales related to the operation of the Premises and events and gross charges for all services to

customers or patrons, including, but not limited to, all services and/or events performed by Lessee or any other person, firm or corporation, in, upon, or through any part of the Premises, and shall include sales and charges for cash and credit regardless of whether or not the same is collected or uncollected, less only any New Jersey sales taxes collected by Lessee and remitted to New Jersey taxing authorities with respect to each Term Year.

(iv) On or before April 30 of each Term Year, i.e., on an annual basis, and on or before the April 30 immediately after this Agreement has terminated, Lessee shall conduct and provide Owners with a complete audit of its gross revenue for the prior calendar year ending December 31 prepared by a Certified Public Accountant licensed to practice accounting in the State of New Jersey ("Audit"). Based on this Report, Lessee's Variable Rent owed to the Owners for the previous Term Year shall be determined.

6.2.3. Any payment of the Fixed Rent and/or Variable Rent not made on or before the first of the following month shall be considered past due. All past due amounts shall be assessed a monthly penalty of one and one-half percent (1.5 %) of the total amount due calculated on the tenth (10th) day of each month and shall be payable pursuant to paragraph 6.2.1, above.

6.2.4. Any payment not received by the last day of the month will be considered a default pursuant to Section 18 and will trigger the remedies available to the Owners thereunder.

6.2.5. In the event any check for payment is returned because of insufficient funds or dishonored for any other reason, any costs incurred by the Lessors as a result shall be the responsibility of the Lessee. Thereafter, all future rent or other amounts due from Lessee to Lessor shall be paid by Certified or Cashier's Check only.

6.3 Any Payments due will be made by the Lessee to the Township on a monthly basis, with all payments due on the first day of each month. All payments shall be directed to the Township of South Brunswick, Attn: Finance Department.

6.4 If the Owners incur any expense as a result of Lessee's failure to perform any obligation of Lessee hereunder or by reason of the breach of this Agreement by Lessee, Lessee shall be liable for payment of such reasonable expenses, including reasonable attorney's fees and costs, which shall be deemed an Additional Agreement Payment and be added to and become a part of the next payment of the Fixed Rent due to be paid by Lessee.

SECTION 7. INSURANCE:

7.1 Lessee shall provide insurance and furnish certificates of insurance to the Owners, which certificates may not be canceled without thirty (30) days' notice given to the Owners, as follows:

- (a) Worker's Compensation as required by the State of New Jersey applicable to the work to be performed;
- (b) Comprehensive General Liability for bodily injury, personal injury and property damage, products liability and completed operations, including damages from collapse and explosion, if applicable, and including host liquor liability, if applicable, at a limit of not less than \$2 Million combined single limit for damages arising out of injury to persons or destruction of property; and
- (c) Contractual liability insurance indemnifying and holding the Owners harmless from any and all claims for personal injury and property damage resulting from the Lessee's use of the Premises, or anyone working under its control at the Premises.

7.2 With the exception of worker's compensation, all insurance and the certificates of insurance shall name the Owners as additional insureds.

SECTION 8. INDEMNIFICATION:

8.1 Lessee shall defend, indemnify and hold the Owners, their agents, servants and employees, harmless from and against all claims, liability, loss and expense, including reasonable costs, collection expense and attorney's fees, which arise by reason of the acts or omissions of Lessee, its agents or employees, in the use of the Property and/or performance of its obligations under this Agreement. This clause shall survive the termination of this Agreement.

SECTION 9. LIENS:

9.1 Lessee agrees that it will not cause or permit any claims in the nature of mechanic's liens for materials or labor placed or used under the terms of this Agreement to be filed or served upon the Owners, and Lessee hereby guarantees to indemnify and save harmless the Owners against any and all such claims for liens which may be filed or asserted against any of the work performed in accordance with this Agreement.

9.2 Lessee, at all times, whether by bond or otherwise, shall keep the Owners, the Premises, and any trade fixtures, equipment or personal property within the Premises, free and clear from any claim, lien or encumbrance (other than personal property, consensual security interests for lines of credit or inventory financing in the ordinary course of Lessee's business), tax lien or levy, mechanic's lien, attachment, garnishment or encumbrance arising directly or indirectly from any obligation, action or inaction of Lessee whatsoever.

9.3 Lessee shall give the Owners at least ten (10) business days' prior written notice before the commencement of any approved work, construction, alteration or repair on the Premises that is done pursuant to Sections 4 and 12 hereof that could be the subject of a mechanic's lien to afford the Owners the opportunity to file appropriate notices of non-responsibility.

9.4 Any financing secured by the Lessee cannot in any way jeopardize the permanent preservation of the Property for recreation and conservation purposes. For example, while Lessee may use its leasehold interest in the Premises as security for project financing, it may not allow a bank or other lender to obtain any type of property interest that would allow it to foreclose on any legal (property) interest in the Property. To do so would essentially constitute the unauthorized disposal of parkland, since neither the Township nor the DEP are authorized to transfer any permanent interest in the Property without filing and obtaining approval for the diversion or disposal of parkland.

SECTION 10. INDEPENDENT CONTRACTOR:

10.1 Lessee, in carrying out its duties under this Agreement, shall act as an independent contractor, and will exclusively reserve the right to hire or discharge employees and to designate the hours of work and classification of work for each employee. Except as otherwise specifically set forth in this Agreement or the Specifications, the Owners shall not exercise any control over the labor relations or employment policies of Lessee, nor shall they exercise any control over the manner and means used by Lessee's employees to perform any services. Lessee and its employees shall be qualified and have the requisite training and licenses required by applicable law to perform the services. No employee or officer of the Owners shall supervise Lessee's employees. Lessee shall provide adequate supervisory personnel at all times while services are being performed under this Agreement. Lessee shall not be deemed to be, nor shall Lessee represent itself as, an employee, partner, or joint venturer of the Owners. No employees of Lessee are entitled to workers' compensation benefits or to participate in any benefit program to which employees of the Owners are entitled.

SECTION 11. SECURITY DEPOSITS:

11.1 Upon execution and delivery of this Agreement, Lessee has deposited with the Township the sum of \$10,000, representing the Initial Security Deposit.

11.2 Upon completion of the Renovation Period, Lessee shall deposit with the Township the additional sum of \$10,000, representing an Additional Security Deposit.

11.3 The Initial Security Deposit and the Additional Security Deposit paid pursuant to this Agreement will be held by the Township as security for the full and faithful performance by Lessee of each and every term, condition and covenant of this Agreement on the part of Lessee to be observed and performed. It is understood that such Security Deposits are not an advance payment of any rent or a measure of the Owners' damages in the case of default by Lessee. The Township is not required to keep the Security Deposits

sequestered or to pay interest thereon. Lessee shall not assign, transfer or encumber the Security Deposits, except that Lessee will assign the Security Deposits to any assignee of the Lessee's interest in this Agreement, subject to approval by the Owners and as provided in the provisions of this Agreement.

11.4 If any rent or other fee payable by Lessee to the Owners shall be overdue and unpaid, or should the Owners make payments on behalf of Lessee, or should Lessee fail to perform any of the terms of this Agreement, then the Owners may, at their option, and without prejudice to any other remedy which the Owners may have on account thereof, use, apply, or retain all or any part of the Security Deposits for the payment of any rent or other fee or any sum in default, or for the payment of any loss or damage which the Owners may suffer by reason of Lessee's default or to compensate the Owners for any other amount which the Owners may spend or become entitled to spend by reason of Lessee's default. In such event, Lessee shall forthwith upon demand restore the Security Deposits to the amount required to be paid pursuant to this Agreement and such additional amount as is required in accordance with this section. The Owners may exercise all of their rights under this Agreement in the event of non-payment of rent or other fees or other default notwithstanding the fact that the Owners hold the Security Deposits.

SECTION 12. ALTERATIONS, FIXTURES AND IMPROVEMENTS DURING THE OPERATION PERIOD:

12.1 Upon the successful completion of all renovations required to be made during the Renovation Period, thereafter no alterations or additions shall at any time be made by or at the instance of Lessee without the Owners' prior written consent and supervision. Lessee shall furnish to the Owners such plans and specifications as the Owners may reasonably require in order to process Lessee's request for consent. All work, repairs, or alterations made by or at Lessee's instance shall be done in a good and workmanlike manner, with good class materials, in compliance with any applicable governmental rules and regulations, and the cost of such work, compliance and all permits required shall be paid by Lessee, and Lessee shall keep the Premises at all times free of liens for labor and materials supplied to the Premises.

12.2 Any alterations, installations, repairs, additions, or improvements, except Lessee's trade fixtures, shall at the option of the Owners, become the property of the Owners and shall remain upon and be surrendered with the Premises, as part thereof, at the expiration or sooner termination of this Agreement, or at the Owners' option, shall be removed by Lessee not later than the expiration or sooner termination of this Agreement. In the event of such removal, Lessee shall repair any damage caused by installation or removal. If the Owners require that Lessee remove any such alterations, installations, repairs, additions, or improvements upon termination of this Agreement, the Owners shall notify Lessee to that effect when the Owners consent to the installation thereof.

12.3 In the event that Lessee requests the Owners' approval in accordance with this section, whether or not the Owners approve, Lessee shall reimburse the Owners for the

Owners' reasonable expenses, including fees paid by the Owners to architects, engineers, attorneys or other professionals and consultants, incurred in connection with the Owners' review of documents and approval or disapproval of the request.

12.4 If Lessee vacates the Premises voluntarily or otherwise (including vacating at the Termination Date), and fails to remove any property, equipment, or fixtures, then such property shall be deemed at the Owners' option to be abandoned. The Owners may remove such property and charge the reasonable cost of removal and storage to Lessee.

12.5 Lessee may install, connect and operate such trade fixtures and equipment as Lessee may choose, subject to compliance with applicable laws and regulations. Subject to the terms hereof, such fixtures and equipment shall be personal property of Lessee and shall be subject to removal by Lessee, provided that at the time of such removal, Lessee is not in default of this Agreement. Lessee shall repair any damage to the Premises caused by such installation or removal.

12.6 Lessee's use of electric energy in the Premises shall not at any time exceed the capacity of any of the electrical conductors and equipment in or otherwise serving the Premises. In order to insure that such capacity is not exceeded and to avert possible adverse effect upon the building's electric service, Lessee shall not, without prior notice to the Owners in each instance, connect any additional major fixtures, appliances or equipment to the building's electric distribution system or make any major alterations or additions to the electric system of the Premises existing at the start of the Operation Period. The Lessee shall have the right, after review and approval by the appropriate municipal code official, to make minor alterations and additions to such electric system which are in accordance with all applicable electrical, fire and building codes and regulations and further provided that Lessee provides the Owners with the plans and specifications of said minor alterations and additions promptly after completing same.

SECTION 13. MAINTENANCE, CARE AND REPAIR:

13.1 Lessee shall commit no act of waste. Lessee shall take good care of the Premises. Upon the termination or expiration of this Agreement, Lessee shall surrender the Premises and the improvements thereon to the Owners in as good condition and repair as reasonable and proper use of the Premises thereon will permit, normal wear and tear excepted.

13.2 Lessee shall promptly make all necessary repairs to the Premises at Lessee's expense. All repairs of damage to the Premises shall restore the affected property to the appearance, condition, and utility of said property immediately prior to the damage. Lessee shall notify the Owners of all repairs with enough information about the repair so that a representative from the Owners may find the locale of the repair and inspect the work completed. If an emergent repair is needed and Lessee cannot contact the Owners quickly, and it is a minor repair, Lessee shall make the repair, notifying the Owners as soon thereafter as reasonably practicable.

13.3 Lessee shall conform to all laws, orders and regulations of the federal, State and local governments pertaining to the Premises and Lessee's use and occupancy of the Premises.

13.4 Lessee shall, at its sole cost and expense, keep and maintain the Premises as well as all roads, sidewalks and paths leading to and from the Premises, in a neat, clean, and sanitary condition. This includes keeping such areas free of all accumulations of snow, ice, trash and debris. Lessee shall be responsible for the recycling of appropriate materials, and shall comply with all applicable recycling programs in effect, in South Brunswick Township, Middlesex County. Lessee shall be responsible for the collection and prompt removal of all trash from the Premises to a dumpster or other facility provided by Lessee. Lessee shall be responsible for all trash removal and disposal costs. The Owners shall, at Owners' sole cost and expense, be responsible for keeping the Property (exclusive of the Premises) free of trash from public use and events held by other persons or groups. In addition, the Owners shall ensure that the public bathroom(s) are cleaned as scheduled.

13.5 Any sidewalk entrances, passages, courts, vestibules, stairways, corridors and halls shall not be obstructed or encumbered by Lessee or used for any purpose other than ingress and egress to and from the Premises.

13.6 No sinks or other plumbing fixtures shall be used for any purposes other than those for which they were constructed and no sweepings, trash, rags, or other substances, including caustic or hazardous substances, shall be placed therein. Lessee shall, at Lessee's sole expense, repair all damages to any fixture resulting from any misuse thereof by Lessee or Lessee's servants, employees, agents, visitors or licensees.

13.7 Lessee shall, before closing and leaving the Premises and as may be required by weather conditions, assure that all windows and doors are closed. Lessee shall be liable for any injury or damage sustained by the Owners resulting from Lessee's failure to close all windows and doors in the Premises when reasonably necessary.

13.8 Lessee shall not place or allow any kind of permanent sign to be placed at or about the entrance to the Premises, any other part of same, and/or any part of the Preserve, except in or at such place or places as may be indicated by the Owners and consented to by the Owners in writing. If the Owners or the Owners' representatives shall deem it necessary to remove any such permanent sign or signs in order to make any repairs or improvements in or upon the Premises or the Preserve, the Owners shall have the right to do so, providing the sign or signs shall be removed and replaced at the Owners' expense whenever the said repairs or improvements have been completed.

13.9 Lessee may install such equipment as Lessee needs to maximize Lessee's use of the Premises, with the Owners' approval. The Owners shall not be responsible for any damage to said equipment while being moved in or out of the Premises or while in use at the Property. All damage done to the buildings by moving or maintaining any equipment or large or heavy supplies shall be repaired at the expense of Lessee.

13.10 The Owners shall be responsible for the mowing and maintenance of the areas outside of the Premises at the Property.

13.11 The Owners shall be responsible for all tree and arbor maintenance at the Owners' sole expense. Lessee shall be responsible for landscaping the Premises at Lessee's sole cost and expense. Landscaping shall include the planting of non-invasive trees, shrubs, and other plants, but shall not include altering the contours of the ground outside of planting trees, shrubs, and other plants.

SECTION 14. HAZARDOUS SUBSTANCES:

14.1 At no time during this Agreement shall Lessee store, upon the Premises or the Property, hazardous substances as that term may be defined by the New Jersey Department of Environmental Protection or by the federal Environmental Protection Agency pursuant to section 311 of the "Federal Water Pollution Act, amendments of 1972" (33 U.S.C. 1321; see also 40 C.F.R. 302.3) and the list of toxic pollutants designated by Congress or the Environmental Protection Agency pursuant to section 307 of that Act (33 U.S.C. 1317; see also 40 C.F.R. 401.15).

14.2 Lessee shall not violate the terms of N.J.S.A. 58:10A-21, et seq., nor shall Lessee do anything that would subject the Owners to the provisions of 42 U.S.C. 6991, et seq., entitled "Regulation of Underground Storage Tanks" in the Hazardous and Solid Waste Amendments of 1984, P.L. 98-616, section 234 et seq.

SECTION 15. UTILITIES; INTERRUPTIONS:

15.1 The Lessee shall be responsible for the payment, maintenance and repair of all utilities and utility systems for the Premises.

15.2 The Owners shall not be liable to the Lessee in damages or otherwise:

- (i) if any utility shall become unavailable from any public utility company, public authority, or any other such person or entity (including the Township) supplying or distributing such utility, or
- (ii) for any interruption in any utility service (including without limitation, any heating, ventilation, water, sewer or electricity) caused by the making of any necessary repairs or improvements or by any cause beyond the Owners' reasonable control, and the same shall not constitute a termination of this Agreement or an eviction of Lessee.

SECTION 16. REPORT OF INJURY:

16.1 Any injury which shall occur during any activity hereunder to Lessee, its servants, agents, invitees or the general public while in or on the Premises, requiring medical

intervention of which Lessee is notified, shall be reported by Lessee to the Owners and to the N.J. State Park Police in accordance with the State Park Service protocol now, or in the future, in effect.

SECTION 17. SECURITY:

17.1 Lessee shall, at Lessee's sole cost and expense, be completely responsible for all security of the Premises against burglary, theft, vandalism and unauthorized entry. Lessee is also responsible for crowd control during events at the Premises. Except as otherwise provided herein, the Owners have no obligation to Lessee for security of the Premises and shall not be responsible to Lessee, its agents, servants, employees, visitors, or contractors for personal injury, death, and/or loss, damage or destruction of improvements, supplies, equipment or other personal property in or on the Premises.

17.2 Lessee may replace the locks on the doors or otherwise re-key the locks of the buildings comprising the Premises, but shall provide a copy of the key(s) to the Owners. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Lessee without the prior approval of the Owners. Lessee shall, upon the termination of this Agreement, return to the Owners all keys to the buildings in Lessee's possession and control.

17.3 In the event there is an emergency, Lessee shall call 911 for assistance. Reports of any injuries shall be made to the Owners and State Park Police as indicated above.

17.4 Lessee may install a security system and/or security cameras with the prior approval of the Owners. Lessee shall supply all passwords, codes, or other information for accessing, viewing and/or deactivating the security system to the Owners.

SECTION 18. DEFAULT:

18.1 Lessee shall be in default on this Agreement if:

- a) Lessee shall fail to make timely and full payment of any sum of money required to be paid hereunder and such failure continues for thirty (30) days after written notice thereof from the Township or the DEP.
- b) Lessee shall fail to perform any other term, covenant or condition of Lessee contained in this Agreement, and such failure continues for twenty (20) days after written notice thereof from the Township or the DEP; provided, however, that if a condition cannot be corrected within twenty (20) days due to no fault of the Lessee, Lessee shall not be deemed in default if Lessee commences correction within said twenty (20) day period, and diligently pursues such correction to completion.
- c) Lessee vacates or abandons the Premises or ceases operations during the Term.
- d) There is filed any petition in bankruptcy or Lessee is adjudicated as bankrupt or insolvent, or there is appointed a receiver or trustee to take possession of Lessee or of all or substantially all of the assets of Lessee, or there is a general

assignment by Lessee for the benefit of creditors, or any action is taken by or against Lessee under any state or federal insolvency or bankruptcy act, or any similar law now or hereafter in effect.

- e) Notwithstanding anything to the contrary contained above, if Lessee shall breach any covenant hereof, or do or permit, or omit to do, any act or thing, which results in a nuisance or an offensive or illegal condition, or which causes or threatens serious damage or injury to life, limb or property, then and in any such event, Lessee shall be automatically in default of this Agreement, without any requirement of notice from the Owners, unless the Owners waive such default, in writing, in the Owners' sole discretion.

18.2 In the event of a default, in addition to any other rights or remedies provided for herein or at law or in equity, the Owners, at their sole option, shall have the following rights:

- a) The right to declare the Term ended and to retake possession of the Premises, and to terminate all of the rights of Lessee in and to the Premises.
- b) The right, without declaring the Term ended, to retake possession and/or re-rent or re-license the Premises, or any portion thereof, for and on account of Lessee, applying any monies received first to the payments of such reasonable expenses as the Owners may have incurred in retaking possession of the Premises, including, without limitation, costs and attorneys' fees, and then to the fulfillment of the covenants of Lessee. The Owners may enter into any agreement or license concerning the Premises either in the Owners' name or in the name of Lessee without expanding Lessee's obligations hereunder, or assume Lessee's interest in and to any existing sub-agreements or sublicenses of the Premises, as the Owners may see fit, and Lessee shall have no right whatsoever to collect any fees from such sub-agreements, licensees or sub-licensees. In any case, Lessee, until the end of what would have been the Term, shall remain liable to the Owners for the payments due until the end of the Term, subject to credits as allowed by law. The Owners reserve the right to bring such actions for the recovery of any deficits remaining unpaid by Lessee to the Owners hereunder as the Owners may deem advisable from time to time without being obligated to await the end of the Term or a final determination of Lessee's account, and the commencement or maintenance of one or more actions by the Owners in this connection shall not bar the Owners from bringing any subsequent actions for further accruals pursuant hereto.
- c) The right, even though it may have re-licensed all or any portion thereof of the Premises, to thereafter at any time terminate this Agreement, and to terminate all of the rights of Lessee in and to the Premises. In the event of default, the Owners can terminate Lessee's Agreement for use of the Premises at any time. On termination, the Owners have the right to recover from Lessee:
 - (i) All amounts due under the Agreement;
 - (ii) Any other reasonable amount, and court costs, necessary to compensate the Owners for all detriment proximately caused by Lessee's default.

- d) Pursuant to their rights of re-entry, the Owners may, but shall not be obligated to (i) remove all persons from the Premises, (ii) remove all property there from, and (iii) enforce any rights the Owners may have against said property or store the same in any warehouse or elsewhere at the costs and for the account of Lessee. Lessee agrees to hold the Owners free and harmless of any liability whatsoever for the removal and/or storage of any such property, whether of Lessee or any third party whomsoever, except for damage caused by the willful misconduct or gross negligence of the Owners, their agents or subcontractors.
- e) Anything contained herein to the contrary notwithstanding, the Owners shall not be deemed to have terminated this Agreement or waived the liability of Lessee to pay any rent, fees or other sum of money accruing hereunder, by any such re-entry, or by any action in unlawful detainer or otherwise to obtain possession of the Premises, unless the Owners shall specifically notify Lessee in writing that they have elected to terminate this Agreement.
- f) In any action brought by the Owners to enforce any of their rights under or arising from this Agreement, the Owners shall be entitled to receive reasonable costs and legal expenses, including reasonable attorneys' fees, whether such action is prosecuted to judgment or not.
- g) The waiver by the Owners of any breach of the Agreement by Lessee shall not be a waiver of any preceding or subsequent breach of the Agreement by Lessee. The subsequent acceptance of rent, fees or any other payment hereunder by the Owners shall not be construed to be a waiver of any preceding breach of the Agreement. No payment by Lessee or receipt by the Owners of a lesser amount than the monthly fees due shall be deemed to be other than on account of the earlier fees due and payable under the Agreement.

SECTION 19. TERMINATION OF AGREEMENT:

19.1 Subject to the remaining conditions of this Agreement and the Specifications, if through any cause, the Lessee shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Lessee shall violate any of the requirements of this Agreement, the Owners shall thereupon have the right to terminate this Agreement by giving written notice to the Lessee of such termination and specifying the effective date of termination. Such termination shall relieve the Owners of any obligation for balances to the Lessee of any sum or sums set forth in the Agreement.

19.2 Notwithstanding the above, the Lessee shall not be relieved of liability to the Owners for payments due to the Owners that accrued up to the date of termination. Nor shall the Lessee be relieved of liability for any damages sustained by the Owners by virtue of any breach of the Agreement by the Lessee. The Owners may withhold any payments due to the Lessee for the purpose of compensation until such time as the exact amount due to the Owners from the Lessee is determined and paid in full.

SECTION 20. RISK OF LOSS FROM CASUALTY:

20.1 During the Renovation Period, the risk of loss from fire or other cause resulting in damage to the Premises shall be borne entirely by the Lessee. Owners shall have no responsibility to rebuild or restore the Premises, and shall have no liability to Lessee for any loss or damages incurred by Lessee as a result of the casualty loss.

20.2 During the Operation Period, if the Premises are damaged by fire or other cause to the extent that the cost of restoration, as reasonably estimated by the Owners, will equal or exceed twenty-five percent (25%) of the replacement value of the building (exclusive of foundations) just prior to the occurrence of the damage, the Owners may make reasonable efforts to rebuild the Premises; however, the Owners may choose, no later than ninety (90) days following the damage, to give Lessee notice of election to terminate this Agreement. In the event of such election by the Owners, this Agreement shall be deemed to terminate on the tenth (10th) day after the giving of notice, and Lessee shall leave the Premises and remove Lessee's personal property within thirty (30) days after receiving such notice. The Fixed and Variable Rents will be apportioned as of the date of the surrender of the Premises. Any Fixed or Variable Rents paid for any period beyond the surrender date will be repaid to Lessee.

20.3 During the Operation Period, if the Premises are damaged by fire or other cause to the extent that the cost of restoration, as reasonably estimated by the Owners, will amount to less than twenty-five percent (25%) of the replacement value of the building, or if despite the cost the Owners do not elect to terminate this Agreement, the Owners shall restore the Premises with reasonable promptness, subject to the availability of adequate funds from insurance proceeds or specifically appropriated therefore, and subject to delays in the making of insurance adjustments between the Owners, their insurance carrier(s), Lessee, and Lessee's insurance carrier.

20.4 Lessee shall have no right to terminate this Agreement except as provided herein.

SECTION 21. END OF TERM:

21.1 Upon the expiration, termination, surrender, or declaration that this Agreement is null and void ("End of Term"), Lessee shall:

- (i) immediately cease all use and occupancy of the Premises, vacate, and turn over peaceable possession and use thereof to the Owners. Lessee shall only remove its personal property from the Premises. The Owners may at once reenter, secure the Premises, and remove any and all persons using the Premises;

- (ii) at Lessee's sole cost and expense, remove all personal property lawfully belonging to and removable by Lessee within the time prescribed in any notice of termination or before the End of Term. If Lessee removes any personal property, Lessee hereby covenants to repair any and all damage which may be caused to the Premises or the Property by said removal. If Lessee fails to remove such personal

property, the Owners may appropriate the same to their own use without allowing any compensation therefor or may remove the same at the expense of Lessee; and

(iii) pay to the Owners without demand all Fixed Rents, Variable Rents, and other payments accrued to the date of the End of Term.

SECTION 22. HOLDOVER TENANCY:

22.1 If the Owners permit the Lessee to remain in possession of the Premises after expiration of the Agreement without executing a new written Agreement with the Owners, then Lessee shall occupy the Premises as a Holdover Tenant subject to all terms, conditions, and covenants contained in this Agreement. The Owners may, at their option, elect to treat Lessee as one who has not removed at the end of the Term and thereupon will be entitled to all of the remedies against Lessee provided by this Agreement and by law.

SECTION 23. ASSIGNMENT, TRANSFER, CONVEY, SUBLET OR DISPOSAL OF AGREEMENT:

23.1. The Lessee shall not assign, transfer, convey, sublet or otherwise dispose of the Agreement or any part thereof to anyone without written consent of the Owners.

SECTION 24. TAXES:

24.1 The Lessee shall be responsible for the payment of any and all sales, use and property taxes resulting from use of the Premises, and must ensure that any such taxes that accrue from the use do not result in tax liens against the Property.

24.2 Lessee shall, during the term of this Agreement, promptly pay when due all taxes and/or assessments, together with interest and penalties thereon, that are levied upon or assessed by any governmental entity by reason of the Lessee's operation and/or use of the Premises. Lessee shall immediately forward any notice of such tax payment to the Owners and any notice of assessment, tax bill, or any other notice, correspondence or document relating to local property taxation of the Premises to the Owners.

SECTION 25. ANNUAL REPORTING:

25.1 In order to ensure that the use of the Premises continues to comply with the terms and conditions of this Agreement and the Specifications, the Lessee shall submit an annual report to the Owners. The report must include:

- 25.1.1. A narrative description of the restoration and/or maintenance activities performed by the Township, DEP and/or Lessee during the previous year.
- 25.1.2. An accounting of the actual expenditures by the Township, DEP and/or Lessee toward the restoration and maintenance of the Property.

- 25.1.3. If the “reasonable public access” involves periodic scheduled events, a summary of those events. The summary must include the dates of the events, the type of event, the method(s) by which the events were advertised to the public, and an estimate of the number of people who attended the event.
- 25.1.4. Any other information required by the Township or the DEP either at the time of approval or in response to specific compliance concerns that arise during the term of this Agreement.

SECTION 26. LESSORS’ RIGHT OF ACCESS:

26.1 The Lessor or its duly authorized agents or representatives shall have access and the right to enter upon the Property during all reasonable hours for the purpose of examining the same to ensure compliance with the Lease Agreement or to make repairs and alterations for the safety and preservation thereof, and to perform patrol and maintenance duties, provided however, that the Lessor’s right to enter upon the Property shall be subject to the exercise of ordinary care and caution in doing so and shall not interfere with the business carried on by the Lessee.

26.2 This subsection shall not be construed to create an obligation upon the Lessor to make any inspections or repairs.

26.3 The Lessor shall have the right to enter the Property to perform any engineering, or other technical work, for site evaluation, soil testing, water testing, or any other purpose.

26.4 The Lessor shall have the authority to establish rights of access for use by Lessor or emergency service vehicles and equipment.

26.5 The Lessee shall have no claim or cause of action against the Owners, their agents, servants or employees, because of entry for the reasons articulated in this Section.

SECTION 27. NO DISCRIMINATION:

27.1 Lessee must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101, et seq.

27.2 Lessee shall not discriminate in employment and agrees to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference.

27.3 Specifically, Lessee shall not discriminate

- (i) against any person, employee, or applicant for employment because of race, creed, color, national origin, ancestry, age, sex, gender identity or expression, affectional or sexual orientation, marital status, familial status, liability for service in the Armed Forces of the United States, disability or nationality. This provision shall include, but not be limited to, the following: employment; upgrading; demotion; transfer; recruitment; recruitment advertising; rates of pay or other forms of compensation; layoff or termination; and selection for training, including apprenticeship.
- (ii) on the basis of race, creed, color, national origin, ancestry, age, sex, gender identity or expression, affectional or sexual orientation, marital status, familial status, liability for service in the Armed Forces of the United States, disability or nationality in allowing the public or private access to and use of the Premises.

SECTION 28. CONFLICTS OF INTEREST:

28.1 Pursuant to New Jersey's Conflicts of Interest Law for State Government, N.J.S.A. 52:13D-12, et seq., Lessee shall not pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e., in the DEP or any other agency with which Lessee transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

28.2 Pursuant to New Jersey's Local Government Ethics Law, N.J.S.A. 40A:9-22.5, et seq., Lessee shall not pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any Township officer or employee, or to any member of the immediate family of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest.

28.3 The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State or Municipal officer or employee or special State officer or employee from the Lessee shall be reported in writing forthwith by the Lessee to the Attorney General, the State Executive Commission on Ethical Standards and the New Jersey State Local Finance Board.

28.4 Lessee may not, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in Lessee's business to any State or Municipal officer or employee or special State officer or employee having any duties or responsibilities related to the Project, this Agreement or Lessee's use of the Premises, or with any person, firm or entity with which he is employed or associated or in which he has an interest, except for such private business, commercial or entrepreneurial

relationships as are available to the general public during the normal course of Lessee's use and operation. Any relationships that are in violation of this provision shall be reported in writing forthwith to the State Executive Commission on Ethical Standards and/or the State Local Finance Board, which may grant a waiver of this restriction upon application of the State or Municipal officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

28.5 Lessee shall not influence, or attempt to influence or cause to be influenced, any State or Municipal officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

28.6 Lessee shall not cause or influence, or attempt to cause or influence, any State or Municipal officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for Lessee or any other person.

28.7 The provisions cited above shall not be construed to prohibit a State or Municipal officer or employee or Special State officer or employee from receiving gifts from or contracting with Lessee under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the State Executive Commission on Ethical Standards may promulgate under paragraph 3c of Executive Order 189 or like guidelines that may be promulgated by the Local Finance Board.

SECTION 29. SOLICITATION:

29.1 Lessee warrants that no person has been employed directly or indirectly to solicit or secure this Agreement in violation of the provisions of N.J.S.A. 52:34-19 and that the laws of the State of New Jersey relating to the procurement and performance of this Agreement have not been violated by any conduct of Lessee, including the paying or giving directly or indirectly of any fee, commission, compensation, gift, gratuity, or consideration of any kind to any State or Municipal employee, officer, or official.

SECTION 30. NOTICES:

30.1. Any notice, demand or communication required or permitted to be given by any provision of this Agreement will be deemed to have been given when delivered personally to the party, when actually received if sent by registered or certified mail, postage and charges prepaid or by a commercially recognized overnight courier addressed as follows:

To the Township: Township Manager
 South Brunswick Municipal Building
 540 Ridge Road
 P.O. Box 190

Monmouth Junction, NJ 08852

To the DEP: State of New Jersey
Department of Environmental Protection
Division of Parks and Forestry
440 East State Street
Trenton, NJ 08625-0420

To Lessee: _____

SECTION 31. PREVAILING WAGE ACT:

31.1 Without limiting the scope of any other provision of this Agreement, Lessee agrees to comply with the New Jersey Prevailing Wage Act, P.L. 1963, Chapter 150 as codified in N.J.S.A. 34:11-56.25, et seq., for all construction, reconstruction, demolition, alteration, fabrication, repair work or maintenance work, including painting and decorating, done under this Agreement. Lessee also agrees to comply with 42 U.S.C. § 9604 (g)(1). If any conflict exists between the New Jersey Prevailing Wage Law and § 9604 (g)(1), the Lessee must comply with the federal requirements.

SECTION 32. PAY TO PLAY:

32.1 Pursuant to N.J.S.A. 19:44A-20.13, et seq. (P.L.2005, c.51) and specifically N.J.S.A. 19:44A-20.21, and Executive Order No. 117 (2008) it shall be a breach of the terms of this Agreement for Lessee to: (1) make or solicit a contribution in violation of P.L.2005, c.51; (2) knowingly conceal or misrepresent a contribution given or received; (3) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (4) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (5) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by Lessee itself, would subject that entity to the restrictions of P.L.2005, c.51; (6) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (7) engage in any exchange of contributions to circumvent the intent of P.L.2005, c.51; or (8) directly or indirectly through or by any other person or means, do any act which would subject Lessee to the restrictions of P.L.2005, c.51. Further, where Lessee is a business entity, as defined by N.J.S.A. 19:44A-20.17, and the value of this Agreement exceeds \$17,500, Lessee shall submit with this Agreement a "Certification and Disclosure of Political Contributions Form", certifying that it has not made any contributions prohibited by P.L.2005, c.51 and reporting all contributions Lessee made during the preceding four years to any political organization organized under 26 U.S.C. 527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the meaning of N.J.S.A. 19:44A-3(n) and

N.J.A.C. 19:25-1.7, and the “Ownership Disclosure Form”. It is the Lessee’s continuing obligation to report any contributions it makes during the term of this Agreement. Additionally, unless this Agreement is required by law to be publicly advertised for bids, if Lessee is a for-profit business entity, as defined by N.J.S.A. 19:44A-20.26 and the value of this Agreement exceeds \$17,500, Lessee shall submit with this Agreement a “Vendor Certification and Political Contribution Disclosure Form” listing its political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et al.) and that were made by Lessee during the preceding 12-month period, along with the date and amount of each contribution and the name of the recipient of each contribution. The forms and instructions are available at <http://www.state.nj.us/treasury/purchase/forms.shtml>.

32.2 Lessee is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, section 3) if Lessee received contracts in excess of Fifty Thousand (\$50,000.00) Dollars from a public entity in a calendar year. It is Lessee’s responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

32.3 This Agreement has been awarded through a “fair and open process” pursuant to N.J.S.A. 19:44A-20.4, et seq. Notwithstanding this, the Lessee does hereby attest that Lessee, its subsidiaries, assigns or principals controlling in excess of 10% of the company, has neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the Agreement that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform under the terms of this Agreement, nor will it make a reportable contribution during the term of the Agreement to any political party committee in South Brunswick Township or Middlesex County if a member of that political party is serving in an elective public office in South Brunswick Township or Middlesex County when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of South Brunswick Township or Middlesex County when the Agreement is awarded.

32.4 Pursuant to Chapter 2, Article XIV of the South Brunswick Township Code, Lessee hereby certifies that it has made no contributions to or on behalf of any person or affiliated political entity in violation of the Public Contracting Reform and Political Campaign Limitations ordinance set forth therein. In this regard, Lessee has not knowingly solicited or made any contribution to a candidate for or the holder of a South Brunswick or Middlesex County elective office having the ultimate responsibility for the award of the within Agreement, or to the political action committee of a candidate for or the holder of a South Brunswick or Middlesex County elective office or to a South Brunswick or Middlesex County political committee or club between one (1) calendar year before the time of first communications between Lessee and the Township regarding the within Agreement.

32.5 Lessee will make no contribution to the political action committee of a candidate for or the holder of a South Brunswick or Middlesex County elective office or to a South Brunswick or Middlesex County political committee or club between the date of this Agreement and the completion of services designated herein that are in excess of \$400 in the aggregate (if contributed by an individual) and/or \$2,500 in the aggregate (if contributed by any professional business entity).

32.6 Lessee understands that any contributions made in violation of Chapter 2, Article XIV of the South Brunswick Code shall be deemed a breach of the terms of the within Agreement and shall be grounds for immediate termination of the within Agreement as well as disqualification from eligibility for future contracts, agreements and the like with the Township for a period of five (5) years from the date of the violation.

SECTION 33. MISCELLANEOUS:

33.1 Governing Law. This Agreement is being executed and delivered in and is intended to be performed in New Jersey, and the substantive laws of the State of New Jersey will govern the validity, construction and enforcement of this Agreement. Any disputes arising hereunder shall be resolved either by mutual consent to Alternative Dispute Resolution measures or by the filing of a claim in the Superior Court of New Jersey, with venue laid in Middlesex County.

33.2 Limitation of Lessors' Liability. All claims asserted against the Owners by the Lessee, its agents, servants or employees, or any third parties shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., and/or the New Jersey Landowners Liability Act, N.J.S.A. 2A:42A-2, et seq., and such other provisions of law as may be applicable. Nothing in this Agreement shall be construed as a waiver by the Owners of any warranty, express or implied, or of any right or remedy at law or in equity.

33.3 Execution. This Agreement may be executed in multiple counterparts with the same effect as if all parties had signed the same document. All counterparts will be construed together and will constitute one agreement. This Agreement will not be binding on or constitute evidence of an agreement until all parties affix their signature to a counterpart of this document.

33.4 Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under any present or future law or determination by a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof legal, valid and enforceable provisions as similar in terms to such provision as possible.

33.5 Binding Effect. This instrument and the Specifications contained in the RFP, which have been incorporated herein by reference, constitute the entire agreement between the parties and may not be changed, modified, amended or supplemented except in writing,

signed by all parties. All other oral or written agreements, promises and arrangements in relation to the subject matter of this Agreement are hereby rescinded. This Agreement will be binding upon all of the parties and their respective successors and permitted assigns. All persons to whom any interest in this Agreement or the Premises might be transferred in accordance with the terms of this Agreement will, by accepting such transfer, be bound by this Agreement to the same extent as if such transferee had been an original party hereto. This Agreement is intended to create rights between the Township, the DEP and Lessee and is not intended to confer rights on any other person or to constitute such person a third party beneficiary hereunder, except as specifically set forth in this Agreement.

33.6 Negotiated Document. Each and every provision of this Agreement has been independently, separately, and freely negotiated by the parties as if this Agreement were drafted by all parties hereto. The parties therefore waive any statutory or common law presumption which would serve to have this document construed in favor of or against any party as the drafter hereof.

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

ATTEST:

STATE OF NEW JERSEY
DEPT. OF ENVIRONMENTAL PROTECTION
DIVISION OF PARKS & FORESTRY

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

SOUTH BRUNSWICK TOWNSHIP

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

:

(Name of Lessee)

By: _____

By: _____

Title: _____

Title: _____

**This Lease Agreement has been
reviewed and approved as to form by:**

Christopher S. Porino
Attorney General
State of New Jersey

By: _____

Deputy Attorney General

Date: _____

STATE HOUSE COMMISSION CERTIFICATION

I HEREBY CERTIFY that on _____, 2018, this Lease Agreement was approved by the State House Commission.

Date: _____

Secretary

APPENDIX D



**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY**

**33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230**

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: _____

VENDOR/BIDDER: _____

**VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE
MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☐

The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature

Date

Print Name and Title

APPENDIX E



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

BID SOLICITATION #:

VENDOR/BIDDER:

PART 1

CERTIFICATION

VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES

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

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive.** If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐

OR

A. I certify, pursuant to Public Law 2012, c. 25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.

☐

B. I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such information will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2

PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in the investment activities in Iran by completing the boxes below.

ENTITY NAME:

RELATIONSHIP TO VENDOR/BIDDER:

DESCRIPTION OF ACTIVITIES:

DURATION OF ENGAGEMENT:

ANTICIPATED CESSATION DATE:

VENDOR/BIDDER CONTACT NAME:

VENDOR/BIDDER CONTACT PHONE No.:

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title