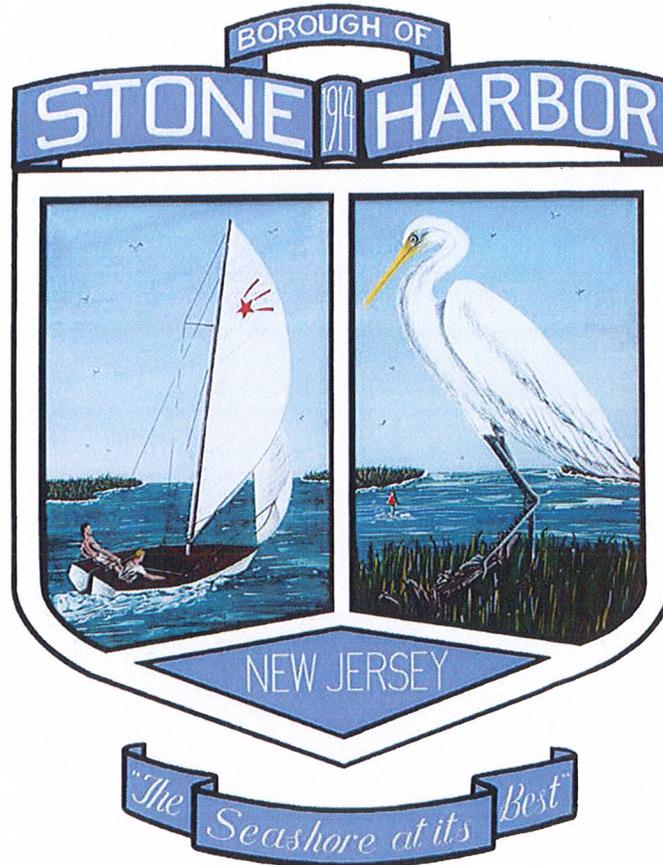


BOROUGH OF STONE HARBOR  
9508 SECOND AVENUE  
STONE HARBOR NJ 08247



REQUEST FOR PROPOSAL  
FOR USE OF BEACH STRAND FOR  
PLACEMENT OF BEACH STORAGE SHEDS  
ON THE BEACH OF THE BOROUGH OF STONE HARBOR  
BY HOTEL/MOTEL(S) LOCATED WITHIN THE BOUNDARIES OF STONE HARBOR

## **BID SOLICITATION & SPECIFICATIONS**

### **Qualifications and Proposals** **For the use of Beach Strand for** **Placement of Beach Storage Sheds** **On the Beach of the Borough of Stone Harbor** **By Hotel/Motel(s) located within the boundaries of Stone Harbor**

#### **BOROUGH OF STONE HARBOR - 2020**

##### **Introduction**

The Borough of Stone Harbor ("Borough") is issuing this Bid Solicitation for qualifications and proposals to be submitted by qualified Hotel/Motel(s) for the use of a Beach Strand for placement of Beach Storage Sheds at specified locations on the Stone Harbor beach.

The Storage Sheds shall be used by the Hotel to provide beach amenities such as beach chairs, umbrellas, towels and other similar equipment (Non-food) to Hotel guests only.

The areas to be used for the Storage Sheds are specified in this Specification, and shall be limited to the upper  $\frac{1}{3}$  of the usable beach (measured from the Spring High Water Line). Such areas are depicted on the map attached to this Specification.

The entity(s) selected by the Borough to operate such Storage Sheds is required to comply with all federal, state and local laws and regulations, and is responsible for receiving any and all approvals which are or may be required.

The Borough will review all responses and select the respondent whose qualifications and proposal is deemed most responsive to this request. The selected respondent will be awarded a Lease Agreement for the provision of the services described herein, which Lease Agreement will reflect the terms of the successful proposal.

The Borough has identified two separate locations and will award two separate leases for such locations.

The Borough is issuing this Bid Solicitation under the Competitive Contracting process in lieu of public bidding under the New Jersey *Local Public Contracts Law*, specifically N.J.S.A. 40A:11-4.1 j. Under this process, the Borough is able to evaluate proposals and select the Lessee based on price *plus other factors*. Such other factors are detailed in item 27 herein. Since the qualifications of the respondents are material to the Borough's selection of a Lessee, the award of the Lease shall not be assigned or otherwise transferred in any manner to any third party not identified in the response to this Bid Solicitation.

## **Specifications**

1. The Borough will provide the Hotel/Motel(s) with an area, one each, on the beach at the general vicinity of the street ends at 96th Street and 98th Street as depicted on the map attached to this Specification.
2. Each Storage Shed shall be no greater than approximately eight (8) feet wide, ten (10) feet long and eight (8) feet high. Storage Sheds will be self-contained, capable of being secured at night and not equipped to be mobile. Bidders must submit photos of storage shed to be placed on the beach. Borough must approve the exact shed to be placed.
3. Once installed, the Hotel/Motel(s) shall be permitted to provide to its hotel guests only, beach amenities such as chairs, umbrellas and towels. This is a service the Hotel/Motel provides free of charge to its guests. All amenities shall be stored inside the storage shed until being used by guests of the hotel/motel.
4. Weather permitting: The Hotel/Motel(s) may commence operations upon execution of signed agreement and shall cease no later than October 1, 2020
5. The Hotel/Motels(s) may operate between Sunrise and Sunset.
6. Hotel/Motel(s) shall maintain the Storage Sheds in good condition throughout the season.
7. Unless approved by the Borough, no graphics, lettering or other decorative or functional markings on the outside of the Storage Sheds is permitted.
8. The Hotel/Motel(s) shall assure that the beach in the vicinity of the each Storage Shed is clean and free of all cans, paper and any other loose debris resulting from the operation of their service for a distance of two hundred (200) feet (one block) in all directions from each Storage Shed, up to but not extending beyond a bulkhead. This requirement shall include the periodic policing of the area as necessary or as directed by any authorized Borough employee. In so doing, the Hotel/Motel(s) shall use all reasonable care to avoid entering upon or causing damage to the dunes.

## **Term**

9. The term of the Agreement shall be for one (1) year.

## **Financial Return to the Borough**

10. The minimum return to the Borough for this opportunity shall be \$16,000.00 for each specific location. Hotel/Motel(s) may only bid on one location. Respondents are free to propose additional sums at their discretion.

11. Responses to this Bid Solicitation shall include a certified check, bank draft or cash in the amount of at least ten percent (10%) of the minimum bid. The balance of the amount actually proposed shall be paid to the Borough Clerk no later than June 1, 2020.
12. A written Lease Agreement between the Borough and the Hotel/Motel(s) shall be executed by both parties within thirty (30) days of the award of the bid by Borough Council.

### **Insurance Requirements**

13. The Hotel/Motel(s) shall carry General Liability insurance in the minimum amount of \$1,000,000.00, which policy shall insure the Hotel and the Borough against all claims for damage to property or bodily injury, including death, which may arise from or in connection with the Lease described herein. The Hotel shall also carry appropriate Worker's Compensation coverage.

The format of such insurance shall be acceptable to the Atlantic Cape May Municipal Joint Insurance Fund.

The insurance shall be issued by an insurance company which is authorized to transact business in the State of New Jersey, and which is rated no less than "A" in the current edition of Best's Guide Such insurance.

Such policy shall name the Borough of Stone Harbor, its officers, staff and relevant consultants, and the New Jersey Department of Environmental Protection as additional insureds, and shall remain in full force and effect from the time the Hotel/Motel places Storage Sheds on the beach and until such sheds have been removed from the beach as provided for herein.

Such policy shall not be terminated or canceled prior to its normal expiration date without 60 days' advance written notice to the Borough.

Additionally, the Lease Agreement shall include appropriate Hold Harmless and Indemnification provisions in favor of the Borough, its officers, staff and consultants. The precise language of such provisions shall be provided by the Borough within such Agreement.

14. The Hotel/Motel(s), upon execution of the Lease Agreement shall provide the Borough with the proof of such insurance policy in the form of an insurance certificate approved as to form by the Borough Solicitor, which shall be delivered, along with a receipt showing the payment of the premium for the particular year, to the Borough Clerk.
15. The Borough assumes no risk for any loss or damage to the Storage sheds or to any merchandise or other property installed, stored or otherwise located therein. All such risk shall be assumed by the Hotel/Motel(s). The Hotel/Motel(s) is strongly encouraged, but is not required, to obtain appropriate insurance for such loss or damage.

16. In order to insure public safety, the Hotel/Motel shall remove storage sheds upon 24 hour notice by the Borough in instances of pending inclement weather. The Borough assumes no risk for any loss of property due to inclement weather.

### **Shed Management**

17. While the management of the Storage Sheds shall be the sole responsibility of the Hotel/Motel, this Beach Amenities program is being permitted by the Borough. As such, the appearance of the Storage Sheds and the conduct and deportment of the personnel working therein directly reflects back on the Borough and its officials, and will have the ability to significantly impact the family-oriented nature of the Stone Harbor Beach and, by extension, the Borough's economy as a whole.

In order to ensure the family-friendly atmosphere intended, the Hotel/Motel(s) shall agree, and the Lease Agreement shall include language specifying:

*The Hotel/Motel(s) shall not display or provide any item depicting, graphically or in text, language, gestures or intent which, according to accepted standards of decency, are deemed lewd, obscene or offensive, or are intended for adult audiences.*

*A request by any Municipal Official to remove any item from display shall automatically constitute a violation of this paragraph. The Hotel/Motel(s) shall immediately comply with any such demand. Any breach of this provision shall be considered a material breach of the Lease Agreement, and such official shall have the right to demand removal of any such item on display. The Hotel/Motel(s) shall immediately comply with such demand or shall face immediate closure, subject to all remedies available at law or equity.*

18. Staffing of the Storage Sheds shall be determined by the Hotel/Motel(s). The Hotel/Motel employees shall be required to wear, at all times when the employees are at the Storage Sheds while the Sheds are open for business, a short-sleeved collared (golf-type) shirt or t-shirt and long or short pants. No bathing suites are permitted. A baseball-type hat is optional. The only graphic permitted on such clothing shall be the Hotel's logo. No amplified music shall be played by the employees.

19. The Hotel/Motel is obligated to inform all Hotel guests that protected bathing beaches shall be located at 81<sup>st</sup>, 83<sup>rd</sup>, 86<sup>th</sup>, 87<sup>th</sup>, 90<sup>th</sup>, 93<sup>rd</sup>, 94<sup>th</sup>, 95<sup>th</sup>, 96<sup>th</sup>, 100<sup>th</sup>, 102<sup>nd</sup>, 103<sup>rd</sup>, 116<sup>th</sup>, 117<sup>th</sup>, 120<sup>th</sup> and 122<sup>nd</sup> Streets. Lifeguards are on duty from 10 am to 5 pm. **Patrons swim at their own Risk at any other time.**

### **General**

20. The Hotel/Motel(s) shall be responsible for the full performance of all the terms and conditions of the Lease Agreement, and for the proper conduct and management of the operations at all sites at all times, including the removal of debris and cleanliness of the prescribed area; and for the conduct and behavior of all employees while in the performance of duties in connection with the Lease Agreement.

21. The Borough reserves the right to terminate the Lease Agreement, or its renewal forthwith, upon the breach of any of the provisions of the lease upon five (5) days written notice to the Hotel/Motel(s), reciting the alleged charge or charges. Said notice may be made by certified mail to the address furnished by the Hotel with his bid, or may be personally served upon any of the Hotel's agents, employees or subcontractors at any of the Storage Sheds.

The Hotel/Motel(s) may request an informal hearing before the Committee, in connection with said termination, by submitting to the Borough Clerk a written request therefore within three (3) days of receipt of said notice. In the event that such a request is submitted, the Hotel/Motel(s) shall be bound by the terms of the Lease Agreement until the hearing is concluded. A hearing shall be held within seven (7) days of receipt of said request at which the Hotel and the Borough may present testimony as appropriate and relevant. The Committee shall deliberate in executive session following the testimony and then present, through the Committee Chair, its decision on whether to uphold the termination of the Lease Agreement or reinstate the Lease Agreement. The Committee need not render any finding of facts in connection with its decision.

22. The Borough reserves the right to rescind and/or revoke any Hotel/Motel's Agreement executed with any respondent to this Bid Solicitation should, in the sole opinion of the Borough, any of actual Lease components fall short of those contained in the response to this Solicitation.

23. The Hotel/Motel shall be bound by the Anti-Discrimination Laws of the State of New Jersey as follows:

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

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

c. The Hotel/Motel shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or

understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Hotel's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

### **Selection Process**

24. The Borough is issuing this Bid Solicitation under the Competitive Contracting process in lieu of public bidding under the New Jersey *Local Public Contracts Law*, specifically N.J.S.A. 40A:11-4.1 j. Under this process, the Borough is able to evaluate proposals and select based on price *plus other factors*.
25. The Borough will review all responses to the Bid Solicitation and rank each based upon the selection criteria detailed in items 26 and 27 herein. The successful respondent shall be the entity who, in the sole opinion of the Borough:
- is most qualified; and
  - Whose financial proposal represents the best overall return to the Borough.
26. The Borough reserves the right to make no selection should it decide, in its sole discretion, that none of the respondents is qualified or that no response sufficiently achieves the goals of this Bid Solicitation. In such case, the Borough reserves the right to reissue this Bid Solicitation ~ in its current or modified form ~ or withdraw this Solicitation in its totality.

### **Submission Requirements & Selection Criteria**

Respondents shall address each item on separated pages, clearly labeled with page dividers corresponding to the number of the factor addressed.

27. Financial return to the Borough.
28. In addition to the financial return, the evaluation and ranking of the qualitative components of each Bid Solicitation response will be based upon the following selection criteria. The Borough reserves the right to interpret said criteria as it sees fit.

Respondents shall provide:

- (a) Actual, color visuals of each proposed Storage Shed. Such information may be provided via DVD / video, still photography, on-line materials or other appropriate media;
- (b) A plan for security of the Storage Sheds during non-business hours.
- (c) Additional material which may demonstrate special or unique qualifications for being selected for this opportunity.

Respondents may submit any additional material which may demonstrate special or unique qualifications for being selected for this opportunity. Successful similar experience will be given special consideration.

# Beach Storage Shed Locations



96th Street Location

98th Street Location

400 ft



Google Earth  
© SPOT IMAGE  
© 2018 Google

**NOTICE TO BIDDERS**  
**Use of Beach Strand for Hotel/Motel Beach Storage Sheds**  
**BOROUGH OF STONE HARBOR, CAPE MAY COUNTY, NEW JERSEY**

Sealed bids for the placement of Beach Storage Sheds on specific beach land owned by the Borough of Stone Harbor, New Jersey to be used by Hotel/Motel(s) located within the boundaries of Stone Harbor to provide beach amenities such as beach chairs, umbrellas, towels and other similar equipment to Hotel/Motel guests only will be received by the Borough Clerk at 10:00 a.m. on Tuesday, May 12, 2020 at which time they will be opened and read aloud.

The term of the Lease is for one year, 2020

Minimum amount of the bids shall be \$16,000. Bidders may elect to submit higher numbers at their discretion.

Each bidder shall supply with his, her or its bid a certified check, cashier's check and/or cash in the amount of 10% of the bid, which will be applied to the proposed Bid Year 2020 payment. However, in the event the successful bidder fails to execute a Lease Agreement with the Borough and deliver a copy of the required insurance as provided in the Borough's Bid Solicitation & Specifications, the deposit shall be forfeited to the Borough as liquidated damages and not as penalty.

The terms and conditions under which this Lease is being offered, and the manner and methods under which the proposed business is and shall be conducted, are set forth in the Bid Solicitation & Specifications prepared by the Borough and on file in the Office of the Borough Clerk, Borough Hall, 9508 Second Avenue, Stone Harbor, New Jersey. **Copies of the bid documents may be obtained from the Borough Clerk at 9509 Second Avenue, Stone Harbor, New Jersey or on our website at <http://www.stone-harbor.nj.us/>.**

A Lease Agreement will be awarded to the successful bidder under the Competitive Contracting process in lieu of public bidding under the New Jersey *Local Public Contracts Law*, specifically N.J.S.A. 40A:11-4.1 j. Under this process, the Borough is able to evaluate proposals and select the Successful Bidder(s) based on price *plus other factors*. Such other factors are detailed in the Bid Solicitation & Specifications.

The successful bidder will be required to comply strictly with the terms and conditions set forth in the Bid Solicitation & Specifications. At the time of the submission of the bid, each bidder shall supply a list of names and addresses of all persons having a 10% or more interest in the bidding company, pursuant to the requirements of Chapter 33 of the Laws of 1977.

Bidders are required to comply with the Anti-Discrimination Laws of the State of New Jersey, in particular with the requirements of Chapter 127 of the Laws of 1975. The statutory language required by N.J.S.A. 10:2-1 and 10:5-33 are hereby incorporated in the Bid Solicitation & Specifications and the Lease Agreement with the successful bidder by reference.

The Mayor and Council reserve the right to accept or reject any and/or all bids and reserve the right to waive any informality in a bid.

Bids must be enclosed in a sealed envelope bearing the name and address of the bidder marked "Bid for Use of Beach Strand for Hotel/Motel Beach Storage Sheds" and addressed to **Ms. Suzanne Stanford, Clerk, Borough of Stone Harbor, 9508 Second Avenue, Stone Harbor, New Jersey 08247.**

By Order of the Borough of Stone Harbor  
Suzanne C. Stanford, Borough Clerk

Dated: April 2020

## **BIDDER'S CHECKLIST**

**The following checklist is provided for each bidder to check off documents submitted with their bid:**

- A. **Stockholder Disclosure Statement** - properly notarized listing stockholders or partners owning ten percent (10%) or more of corporation or partnership stock **(Required)**
  
- B. **Non Collusion Affidavit** properly notarized. **(Required)**
  
- C. **New Jersey Business Registration Certificate (BRC)** **(Requested, but shall be required to be Submitted prior to the award of the contract by the Borough)**
  
- D. **Affirmative Action Evidence** **(Required)**
  
- E. **W-9 Form** **(Required)**
  
- F. **Lease of Beach Strand Bid Proposal** **(Required)**
  
- G. **Authorized Signatures on all forms**
  
- H. **Bid Deposit in the Form of a Certified Check, Cashier's Check, Treasurer's Check or Bid Bond.**

STATEMENT OF OWNERSHIP

No bid will be considered unless this form is completed and is submitted with the bid. The laws of New Jersey (N.J.S. 52:25-24.2) prohibit the award of a contract if you fail to comply with this requirement.

- CHECK THIS BOX if the bidder is a business owned by one person, and is not a corporation or partnership. Insert name and address of owner below at (A)
  
- CHECK THIS BOX if the bidder is a partnership owned by two or more persons, and is not a corporation. Insert name and address of each owner of 10% or more interest in the partnership below at (A), (B), Etc.
  
- CHECK THIS BOX if the bidder is a corporation. Insert name and address of each owner of 10% or more of the corporate stock below at (A), (B), etc and give the state of the incorporation.

	% of Ownership
A. Name _____	_____
Address _____	
B. Name _____	_____
Address _____	
C. Name _____	_____
Address _____	
D. Name _____	_____
Address _____	
E. Name _____	_____
Address _____	
F. Name _____	_____
Address _____	

INCORPORATED IN THE STATE OF \_\_\_\_\_

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

\_\_\_\_\_  
*Title*



## **BUSINESS REGISTRATION OF PUBLIC CONTRACTORS**

ALL GOVERNMENT CONTRACTING UNITS IN New Jersey have received new responsibilities under the recently enacted P.L. 2004, c.57. Starting September 1, 2004 all business organizations that do business with a local contracting agency are required to be registered with the State and provide proof that registration to the contracting agency before the contracting agency may enter into a contract with the business.

The purpose of contractor registration (which is separate from the requirements of the Public Works Contractor Registration Act) is to ensure that all businesses and their subsidiaries receiving government contracts pay appropriate sales and use, and other taxes. While sales and use taxes are not paid on government contracts, the requirement to register to obtain government contracts obligates them to comply with the law on non-government contracts. Businesses, particularly out of state businesses, competing with New Jersey based businesses often do not pay the required taxes. Thus, unregistered businesses take unfair advantage of New Jersey Businesses and deprive the State of its rightfully due taxes.

“Proof of Registration” means a copy of the organization’s “Business Registration Certificate” issued by the Division of Revenue. No other form can be substituted; it must be this form.

**Contractors must obtain proof of registration from their subcontractors.**

**EXHIBIT A**  
**N.J.S.A. 10:5-31 AND N.J.A.C 17:27**  
**MANDATORY EQUAL OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

During the performance of this Contract, the Contractor agrees as follows:

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

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

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

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

The Contractor or Subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2

The Contractor or Subcontractor agrees to inform, in writing, its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed color, national origin, marital status, affectional or sexual orientation or sex and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Contractor or Subcontractor 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.

In conforming with the applicable employment goals, the Contractor or Subcontractor 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, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Contractor shall submit to the public agency, after notification of award, but prior to execution of a good and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

The Contractor and its Subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C 17:27.

**BID PROPOSAL FORM**  
Lease of Beach Strand for placement of Beach Storage Shed  
BOROUGH OF STONE HARBOR, CAPE MAY COUNTY, NEW JERSEY

Bid for 96<sup>th</sup> Street Location

Bid for 98<sup>th</sup> Street Location

\$ \_\_\_\_\_

\$ \_\_\_\_\_

**Hotel/Motel may only submit bid for one location**

Hotel/Motel(s) Name: \_\_\_\_\_

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

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

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Date