

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

**FOOD/BEVERAGE CONCESSION(S) FOR**

**COLONIAL TERRACE GOLF COURSE  
2012 & 2013 SEASONS**

Bids will be received by the Township Manager of the Township of Ocean at the Township of Ocean Council Conference Room, Second Floor, 399 Monmouth Road, Oakhurst, NJ, Thursday, October 27, 2011 at 3:00 p.m. prevailing time.

Prepared by  
DEPARTMENT OF HUMAN SERVICES  
732-531-2600

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

Address \_\_\_\_\_

\_\_\_\_\_

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

## TABLE OF CONTENTS

- I Table of Contents
- II Legal Notice
- III Instruction to Bidders
- IV Requirements of Prospective Bidder  
(Explanation of Statement of Ownership)
- V Invitation of Bid
- VI Detailed Requirements
- VII Bid Document Checklist
- VIII Bid Proposal
- IX Bid Security
- X **Not Applicable:** Consent of Surety
- XI Ownership Statement Compliance Form
- XII Vendor Certification Form
- XIII Bidder Qualification Form
- XIV Non-Collusion Affidavit
- XV Mandatory Affirmative Action Language – Exhibit A
- XVI Affirmative Action Requirements for Procurement & Service Contracts
- XVII Insurance Specifications – Schedule A
- XVIII **Not Applicable:** The Public Works Contractor’s Registration Act
- XIX Business Registration Certificate (Chp. 57, Laws 2004-S1778)  
(required for Contractor & Sub-contractor)
- XX **Not Applicable:** List of Subcontractors
- XXI Bidder Reference Sheet

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

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

## SECTION II - LEGAL NOTICE

### TOWNSHIP OF OCEAN, MONMOUTH COUNTY

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

Food/Beverage Concession(s) for  
Colonial Terrace Golf Course  
2012 – 2013 Seasons

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

**SAID BIDS WILL BE OPENED** and read in public by the Township Clerk at the Township Conference Room, 399 Monmouth Roads, Oakhurst, New Jersey, on Thursday, October 27, 2011 at 3:00 pm prevailing time.

**SPECIFICATIONS WILL BE ON FILE IN THE DEPARTMENT OF HUMAN SERVICES**, 601 Deal Road, Oakhurst, New Jersey (732-531-2600) and may be inspected by prospective bidders during the normal business hours and bidders will be furnished with a copy of the specification by the Department of Human Service upon proper notice. Bid documents may also be obtained by visiting the Township of Ocean website at [www.oceantwp.org](http://www.oceantwp.org).

**SUBMISSION OF BIDS:** The completed bid form and other items required shall be placed in sealed envelopes including the name and address of the bidder and the name of the item on the outside, addressed to the Township Clerk, Township of Ocean, and delivered prior to bid opening to the Township at the above address for receiving bids.

**BID SECURITY:** Is required in the amount of not less than ten percent (10%) of the first seasons bid for each item bid, and may for certain equipment, materials and services be accompanied by a Certificate of Surety from a surety company (waived) authorized to do business in the State of New Jersey indicating consent to be bound as surety and guarantor for performance required under the contract documents

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

- 1) P.L. 1963, c.150 NJ Prevailing Wage Act
- 2) P.L. 1975, c.127 Affirmative Action (NJSA 10:5-31)
- 3) P.L. 1977, c.33 Stockholders or Partnership Disclosure Requirements (NJSA 52:25-24.2)
- 4) 1990 – Title 11 Americans with Disabilities Act (42 USC S121 01 et seq.)
- 5) P.L. 2004, c.57 NJ Business Registration Requirements (NJSA 52:32-44)
- 6) P.L. 2004, c.19 as amended by P.L. 2005, c.51 Pay to Play Law, (NJSA 19:44A-20.5)

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

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

VINCENT BUTTIGLIERI  
MUNICIPAL CLERK

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

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

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

### **INTERPRETATIONS AND APPROVALS**

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

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

Sections of the Bid Package which indicate **Not Applicable** and are printed in a grey shade, do not apply to this bid specification.

### **SUBMISSION OF BID PROPOSAL**

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

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

### **SECURITY DEPOSIT**

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

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

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

## **CORRECTIONS**

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

## **TIME FOR RECEIVING BIDS**

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

## **OPENING OF BIDS**

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

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

Bid proposals will be reviewed and a contract will be awarded to the responsible bidder submitting the highest proposal complying with the conditions of the Invitation for Bids. The bidders to whom the awards are made will be notified at the earliest practical date. The Township of Ocean, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the Township of Ocean.

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

If at any time, in the opinion of the Township of Ocean, the requirements under this Contract(s) or any part hereof has been abandoned, is unnecessarily delayed or cannot be completed by the Contractor at the rate or within the time specified, or the Contractor willfully violates any of the covenants of this Contract or executes it in bad faith, the Township may declare the Contractor in default of this Contract and, with fourteen (14) days written notice, notify the Contractor to discontinue all work there under and the Township will have the right to cancel the Contract and secure the Contract items and services elsewhere. **The following is not applicable:** The Township of Ocean shall recover the cost of such services and materials thus procured by deducting it from the monies due or which may become due to the Contractor. In the event that such monies are insufficient to pay this cost and to do all else necessary for the proper completion of the Contract then the amount of such cost in excess of such monies otherwise due the Contractor shall be deducted or paid from the performance guarantee.

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

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

### **INSURANCE COVERAGE**

The contractor shall maintain workmen's compensation insurance as required by applicable Labor Law and Contractor's Liability insurance coverage as specified in Schedule A - INSURANCE.

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

### **FAMILIARITY WITH PROPOSED WORK**

The bidder is assumed to have fully informed him/herself of the conditions related to the proposed contract, and to have read and understood every section and clause of the contract and all other matters, which can in any way effect the work under the agreement. The contractor agrees that he will make no claims for or of misinterpretation or misunderstanding of the contract, working conditions, or because of lack of information.

### **METHOD OF AWARD**

Award, if made, will be to the highest responsible bidder whose proposal complies in all respects with the requirements therein. The Township will not be bound by the award nor shall any work be performed on account of the proposed contract until the contract has been fully executed, delivered and approved.

**The following is not applicable:** Where alternate bids are requested for more than one type of product or service, the decision as to the alternates adopted are expressly reserved by the Township, and the award of the contract combination of alternates selected, as based upon the estimated quantities is the highest, provided that the bidder, in the opinion of the Township, is otherwise qualified to perform the work. A contract will not be awarded to a bidder who has failed to bid on the alternate type of work or material covered in the proposal.

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

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

## **THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT (Not Applicable)**

The bidder must submit, as part of his bid proposal, a Public Work's Contractor License which applies to contractors bidding on work on Municipal buildings.

NJDA 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractor named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All not listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract: which is subject to the provisions of the New Jersey Prevailing Wage Act [NJSA 34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts of "public work" as defined in the Prevailing Wage statutes {NJSA 34:11-56.26 (5)}. The term means:

- "Construction, reconstruction, demolition, alteration, or repair work or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- "Public Works" shall also mean construction, reconstruction, demolition, alteration or repair work, done on any property or premises, whether or not the work is paid for from public funds..."
- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at [www.state.nj.us/labor/lssc/lspubcon.htm](http://www.state.nj.us/labor/lssc/lspubcon.htm) NJSA 34:11-56.55 specifically prohibits accepting application for registration as a substitute for certificate of registration.

## **PROOF OF BUSINESS REGISTRATION**

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

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;

- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractor or attest that none was used;
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and use Tax act, (NJSA 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

**PROCUREMENT AND SERVICE CONTRACT  
AGREEMENT OF CONTRACTOR REGARDING PERSONNEL  
MANDATORY AFFIRMATIVE ACTION LANGUAGE  
EXHIBIT A attached**

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

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

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

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

This act shall take effect immediately.

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

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

### **INVITATION**

Qualified vendors are invited to bid on the items listed within the package in accordance with the Bid Specifications and the standard Township terms and conditions. Said bidders are required to demonstrate that they are qualified to provide services for which they are bidding. A reference list of recent services offered in compliance with these specifications is required with the completed bid package.

Bids will be received by the Township Manager of the Township of Ocean at the Township of Ocean Council Conference Room, Second Floor, 399 Monmouth Rd., Oakhurst, NJ on Thursday, October 27, 2011 at 3:00 p.m. prevailing time.

### **GENERAL TERMS**

Vendor is to deliver all specified services under the direction of the Department of Human Services.

### **SPECIFICATION TERMS**

All bidders must answer compliance questions in full. If a bidder is basing his/her proposals on services other than what is specified in these bid documents and wishes the services he/she proposes to be considered as a "approved equal" he shall **SUBMIT ON A SEPARATE SHEET**, in the exact format of the Technical specifications contained herein, an item by item description of that which he/she proposes to substitute. Failure to carry out the provisions noted herein may be deemed sufficient reason not to consider the bidder's proposal.

### **CONTRACT TERM**

The Township reserves the right to award a two year (season) lease agreement for each Item. the Township shall have the right to extend to a third season for each Item, with no further bid proceedings, based on performance and bid amount received for 2014 Operating Season. In the event of a multiple year (season) lease award, the Township or the lessee shall have the option to cancel the lease agreement for any reason on or before 1 December 2012 for the 2013 season and on or before 1 December 2013 for the 2014 season (if applicable).

### **TAXES**

Municipality ID # (21-6000-959)

## **SECTION VI - Detailed Requirements: Bid Specifications for Food/Beverage Concession at the Colonial Terrace Golf Course**

**GENERAL TERMS:** This concession may be awarded to that responsible bidder who submits the highest bid. Responsible bidder shall fully comply with food handling regulations as stipulated by the Monmouth Regional Health Commission. The bidder must document that he/she possesses the skill, qualifications and ability to conscientiously, faithfully and promptly fulfill the concession agreement to its letter and spirit. To satisfy this requirement, the bidder shall complete the reference sheet included in the bid documents.

**TERMS:** All bidders shall submit bids for each of the following seasons:

- A. 2012 Operating Season
- B. 2013 Operating Season
- C. 2014 Operating Season While a contract will be awarded for a 2-season term; the Township shall have the right to extend to a third season, with no further bid proceedings, based on performance and bid amount received for 2014 Operating Season. This decision shall be made on or before 1 December of the 2013 season.

The owner or vendor shall have the right to cancel the lease on or before 1 December of the 2012 lease year for the 2013 lease year.

**BID SECURITY:** Ten percent (10%) of the amount due for the 2012 Operating Season, shall accompany the bid and be payable to the Township of Ocean. The successful bidder's check will be retained by the Township in the form of security deposit and will be held for the duration of the contract. Within 60 days following the conclusion of the concession agreement, the security deposit will be returned in full.

**PAYMENT SCHEDULE:** Payments shall be made in accordance with the following schedule.

- a) twenty percent (20%) of the 2012 season amount at the time of signing the agreement
- b) twenty percent (20%) of the 2012 season amount on the opening day of the 2012 season
- c) thirty-five percent (35%) of the 2012 season amount on or before 1 July 2012
- d) the remaining twenty-five percent (25%) of the 2012 season amount on or before 1 September 2012
- e) for the 2013 season twenty percent (20%) of the 2013 amount on or before 15 January 2013 and follow b, c and d above changing the year from 2012 to 2013
- f) If contract is extended to the 2014 season, payments for the 2014 season shall follow "e" above changing the year from 2013 to 2014

## **OPERATIONS:**

- a) The food/beverage concession shall open for business on all days that the golf course is open.
- b) The golf course will begin operations on the first Saturday as close to April 1<sup>st</sup> as possible and continue through the last Sunday as close to October 31<sup>st</sup> as possible. The Township may consider extending operations of the facility during post season, in two-week intervals, and provide a week's notice of such decision to vendor. The facility operates daily (weather permitting) from approximately 7:00 a.m. – 7:00 p.m., depending on the time of year.
- c) At a minimum, the food/beverage concession shall operate from 11:00 a.m. – 5:00 p.m. The successful bidder is welcome to extend operating hours beyond the above noted requirement.
- d) The vendor must sell from a self contained food/beverage unit.
- e) The Township will have final determination of where food/beverage unit may be situated on property. The determining factor will depend on type of food/beverage unit used.
  - a. Food/Beverage truck will remain in a designated area in the parking lot as determined by the Recreation Administrator or her designee.
  - b. Refreshment cart (ie. mobile unit not permitted to drive on township roads) may travel on gravel/dirt paths but will not be permitted on fairways, greens or tee areas.
    - i. If course conditions require “No Golf Cars” said vendor must also comply and remain situated in the vicinity of the first tee in an area as designated by the Recreation Administrator or her designee. An alternate location will require pre-approval from same.
  - c. Trailer or other non-mobile free standing unit will be situated in the vicinity of the first tee in an area as designated by the Recreation Administrator or her designee. Any alternate location will require pre-approval from same.
  - d. Approved location for any other food/beverage unit not described above will be determined by the Recreation Administrator or her designee.
- f) It is expected that the food/beverage concession shall be staffed by responsible, professional personnel.
- g) Staff assigned to operate mobile unit (truck or refreshment cart) must hold a valid driver's license.
- h) The sale menu must include but is not limited to hot dogs, cold beverages and snack foods. Alcoholic beverages are prohibited. All beverages must be in non-breakable containers.
- i) The sale of non-food items is not permitted.
- j) The vendor must prominently display the price for all items available for sale.
- k) This agreement does not restrict the Township's sale of coffee, water and limited snacks within the clubhouse. No breakfast or lunch/dinner items will be sold in the clubhouse.
- l) There is no available storage space at the Colonial Terrace Golf Course for vending equipment or supplies for use by the vendor.
- m) The Township reserves the right to provide our own refreshments (which may duplicate the vendor's menu) or secure the services of an alternate vendor during special events which include, but are not limited to the annual Mayor's Challenge, Junior League Champion ship BBQ, Men's League BBQ, socials as organized by the Fire Company League.

- n) Organizers of outside tournaments which are hosted at the Colonial Terrace Golf Course will be permitted to supply their own refreshments to their tournament participants.
- o) Nothing herein shall be construed to restrict patrons from bringing food and beverages to the facility for their own consumption.

**LICENSE/PERMITS:**

- a) The successful bidder shall be licensed by the Monmouth County Regional Health Commission. Vendor will be required to show proof of “satisfactory rating” prior to selling food/beverages at facility.
- b) A food vending license must also be obtained through the Township of Ocean Community Development Office. Proof of such will be required prior to selling goods at facility.
- c) The successful bidder shall be under an obligation to obtain all licenses required by both the Township and the State for the operation of the facility at said bidders own cost and expense.

**MAINTENANCE:**

- a) The successful bidder shall maintain the self-contained unit in compliance with standards as set by the Monmouth Regional Health Commission and shall comply with all ordinances of the Township and statutes of the State of New Jersey
- b) Failure to observe proper sanitary conditions may result in termination of vending rights without any requirement for notice.
- c) The vendor shall be entirely responsible for disposing of any garbage or litter (including adhering to recycling regulations generated and located within twenty-five (25) feet of the concession operation (when situated at the first tee or alternate approved location) into the available dumpster and recycling containers at the Colonial Terrace Golf Course. Self contained unit shall include a garbage receptacle for public use.
- d) If applicable, vendor will provide own gas for mobile vehicle. No on-site gasoline storage is permitted

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

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

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

**AWARD OF CONCESSION:** This concession may be awarded to the highest responsible bidder Said bidder shall not assign this agreement or under lease the premises or any part thereof or occupied or permit, or suffer the same to be occupied for any business or purpose deemed disreputable or extra hazardous on account of fire under the penalty of damages and forfeiture.

**MINIMUM BID:** The acceptable minimum bid shall be \$3,000 for each of the seasons bid.

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

TOWNSHIP OF OCEAN

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
<input type="checkbox"/>	Bid Proposal Form	
<input type="checkbox"/>	Bid Security	
<input type="checkbox"/>	Consent of Surety <b>(Not Applicable)</b> (with Power of Attorney for full amount of Bid Price)	
<input type="checkbox"/>	Ownership Statement Compliance Form	
<input type="checkbox"/>	Vendor Certification Form	
<input type="checkbox"/>	Bidder Qualification Form	
<input type="checkbox"/>	Non-Collusion Affidavit	
<input type="checkbox"/>	Mandatory Affirmative Action Language	
<input type="checkbox"/>	Procurement and Service Contracts – Language “A”	
<input type="checkbox"/>	Public Works Contractor Certificate <b>(Not Applicable)</b>	
<input type="checkbox"/>	Proof of Business Registration	
<input type="checkbox"/>	List of Subcontractors <b>(Not Applicable)</b>	
<input type="checkbox"/>	Bidder Reference Sheet	
<input type="checkbox"/>	Equipment Certification <b>(Not Applicable)</b>	

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

**\*INCLUDE THIS FORM WITH PROPOSAL DOCUMENTS**

**SECTION VIII - BID PROPOSAL FORM**

**Food/Beverage Concession at the Colonial Terrace Golf Course**

A. 2012 Operating Season AND \$ \_\_\_\_\_

B. 2013 Operating Season AND \$ \_\_\_\_\_

C. 2014 Operating Season (if contract extended) \$ \_\_\_\_\_

\_\_\_\_\_  
Witness

Company \_\_\_\_\_  
Signature \_\_\_\_\_  
Title \_\_\_\_\_

(SEAL)

**SECTION IX – BID SECURITY**

Accompanying this proposal is a Security Deposit (not less than ten percent of the bid amount indicated to accompany bid proposal) in the form of a Certified or Cashier's Check payable to the order of the

Township of Ocean

In the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_)

Which the Undersigned agrees is to be forfeited as liquidated damages, and not as a penalty, if the contract is awarded to the undersigned and the undersigned shall fail to execute the contract for a the project or furnish the bonds required within the stipulated time; otherwise, the check will be returned to the Undersigned.

\_\_\_\_\_  
Witness

COMPANY \_\_\_\_\_  
SIGNATURE \_\_\_\_\_  
TITLE \_\_\_\_\_  
(SEAL)

**SECTION X - CONSENT OF SURETY (Not Applicable)**

(Surety may substitute a similar statement subject to the Owner's approval.)

In consideration of the premises and of One Dollar (\$1.00), lawful money of the United States, it is in hand paid by the CONTRACTOR, the receipt whereof is hereby acknowledged, the undersigned surety consents and agrees that if the contract, for which the preceding estimate and proposal is made, be awarded to the person or persons submitting the same as contracted, it will become bound as surety and guarantor for its faithful performance, in an amount equal to one hundred percent (100%) of the contract price, and will execute it as party of the third part thereto when required to do so by the OWNER, and if the said CONTRACTOR shall omit or refuse to execute such contract, if so awarded, it will pay without proof of notice and on demand to the OWNER any increase between the sum to which the said CONTRACTOR would have been entitled upon the completion of the said contract and the sum which the said OWNER may be obligated to pay to another contractor to whom the contract may be afterwards awarded, the amount in such case to be determined by the bids plus the cost, if any, of re-advertising for bids for this work, less the amount of any certified check or bid bond payable and received.

In witness whereof, said surety has caused these presents to be signed and attested by a duly authorized officer and its corporate seal to be hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**CERTIFICATE OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.**

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Surety Company  
Attorney-in-fact

Attest: \_\_\_\_\_

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
SURETY SEAL

**(A corporate acknowledgment and statement of authority to be here attached by the Surety Company)**

# SECTION XI - OWNERSHIP STATEMENT COMPLIANCE FORM

## NOTICE FOR CORPORATIONS AND PARTNERSHIPS

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

## STOCKHOLDER OR PARTNERSHIP DISCLOSURE STATEMENT

Please check the appropriate paragraph:

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

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

### **BIDDER IS: (CHECK ONE)**

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

### STOCKHOLDERS:

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

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

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

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

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

THIS STATEMENT SHALL BE INCLUDED WITH BID SUBMISSION

Subscribed and Sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_

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

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

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

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

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

**6/02**

**SECTION XII - VENDOR CERTIFICATION FORM**

Also enclosed herewith in conformity with the specifications is a certified check made payable to the order of the Treasurer of the Township of Ocean in the sum of \_\_\_\_\_ **Dollars** (**\$\_\_\_\_\_**) which the undersigned agrees is to be forfeited as liquidated damages and not as a penalty, if this bidder is the successful bidder to whom or which a contract is awarded and the undersigned shall fail to execute the contract in accordance with the specifications.

Also enclosed herewith are the executed standard Non-Collusion Affidavit and the Bidder Qualification Form.

Also enclosed herewith is the Affirmative Action Affidavit in compliance with the Affirmative Action Regulation P.L. 1975-127.

The undersigned is an individual, corporation or partnership having its principal offices at \_\_\_\_\_ and in the event that it is a corporation it is organized under the Laws of the State of New Jersey or authorized to do business thereon.

_____	COMPANY	_____
Witness	SIGNATURE	_____
	TITLE	_____
		(SEAL)

**SECTION XIII - BIDDER QUALIFICATION FORM**  
(N.J.S.A. 40A:11-20)

Project known as \_\_\_\_\_

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

Address \_\_\_\_\_

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

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

2) Have you ever failed to complete any work awarded you? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, State where and reasons why? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3) Has any officer or partner of your organization ever failed to complete a contract handled in his own name? Yes \_\_\_\_\_ No \_\_\_\_\_

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

5) List Surety Companies which have heretofore bonded you (name, address & amount of bond).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6) List all contracts which you are now performing or for which you have signed contracts, but not started work (owners name, location and amounts).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7) State all equipment owned by you for use in this contract.

---

---

---

---

8) Additional remarks:

---

---

---

---

9) Provide the names, address and phone number for references for the three (3) projects listed above:

---

---

---

---

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

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

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

(SEAL)

**SECTION XIV - NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY )  
 ) ss:  
COUNTY OF )

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

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

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

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

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contact upon and agreement or understanding for a commission, percentage, brokerage or contingent fee except bona fide employees or bona fide established commercial or selling agencies maintained by:

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

\_\_\_\_\_  
Witness

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

Subscribed and Sworn to before me  
this \_\_\_ day of \_\_\_\_\_, 200\_\_

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

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

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

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

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

## **SECTION XV - EXHIBIT A**

(REVISED 4/10)

### **MANDATORY EQUAL OPPORTUNITY EMPLOYMENT LANGUAGE**

**N.J.S.A. 10.5-31 et seq. (P.L. 1975, C. 127)**

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

### **GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with 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, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability,

nationality 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 targeted 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, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality 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 goods 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 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj/treasury/contract\\_compliance](http://www.state.nj/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**SECTION XVI –**

**PROCUREMENT AND SERVICE CONTRACTS  
LANGUAGE “A”**

In the event that you or your firm is awarded this contract, our office, upon award, will send the necessary additional forms. These should be submitted within seven (7) working days of notification. (Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., codified at N.J.A.C. 17:27-1.1 et seq.)

1. Does this contract have the potential of having a dollar value of \$17,500 or more?

\_\_\_\_\_ Yes (If yes, complete #2)

\_\_\_\_\_ No (If no, no further documentation is required)

2. Does your company have a Federal Affirmative Action Plan Approval Letter?

\_\_\_\_\_ Yes (If yes, submit a Photostat copy)

\_\_\_\_\_ No (If no, complete “A” below)

A. Does your company have a Certificate of Employee Information Report

\_\_\_\_\_ Yes (If yes, submit a Photostat copy)

\_\_\_\_\_ No (If no, complete “B” below)

B. If you do not have either of the above-mentioned documents, an Affirmative Action Employee Information Report form (AA-302) will be returned to you for your completion.

3. Each contract over \$17,500 must also contain Language “A”

4. Are you a minority-owned business?

\_\_\_\_\_ Yes \_\_\_\_\_ No

All successful vendors must submit one of the following forms of evidence:

1. Letter of Federal Approval    OR    2. Certificate of Employee Information Report

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

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

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

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

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

Special Note: This questionnaire must be completed, signed and returned with your contract or bid proposal

\*\*\* AN EQUAL OPPORTUNITY EMPLOYER\*\*\*

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

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

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

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

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

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

### **B. General Liability**

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

### **C. Automobile Liability**

The Contractor shall obtain Automobile Liability Insurance with a minimum combined limit of liability of one million dollars (\$1,000,000.00) per accident. Said policy must include coverage for owned, non-owned and hired autos.

### **D. Umbrella/Excess Liability**

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

## E. Policy Changes

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

## F. Insurance Companies

The Contractor shall use an Insurance Company (is) that has (have) an A.M. Best Rating of at least AX.

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

## G. Hold Harmless Provision

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

**SECTION XVIII - "THE PUBLIC WORKS CONTRACTOR'S REGISTRATION ACT"  
(Not Applicable)**

Pursuant to P.L. 1999 C.238 all bidders are required to submit a Certificate of Registration issued by the New Jersey Department of Labor, which will establish that the bidder is registered pursuant to the Public Works Contractor Registration Act.

I certify that \_\_\_\_\_ has \_\_\_\_\_  
(Name of Bidder) (obtained or applied for)

a current Public Works Contractors License per N.J.S.A. 34:11-56.48 known,  
as "THE PUBLIC WORKS CONTRACTOR'S REGISTRATION ACT".

A copy of the Public Works Registration Certificate or a copy of the application must  
be provided when submitting a bid per N.J.S.A. 34:11-56.55.

Attest:

Signature:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Print Name**

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

\_\_\_\_\_  
**Corp. Seal**

**SECTION XIX - BUSINESS REGISTRATION CERTIFICATE**  
**(Chp. 57, Laws 2004-S1778 required for Contractor & Sub-contractor)**

**“Business Registration Certificate”**  
**(C. 57, Laws 2004-S1778)**

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

**SECTION XX - LIST OF SUBCONTRACTORS (Not Applicable)**

NJSA 40A:11-16 provides that bidders on public projects shall provide “the name or names of all subcontractors to whom the bidder will subcontract with, each of which subcontractors shall be qualified in accordance with this act.”

The bidder to provide the name, address and description of work to be performed by all subcontractors.

Name of bidder: \_\_\_\_\_

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

The undersigned bidder declares that the subcontractors listed below be used as subcontractors to complete certain portions of the work in this project.

The subcontractors identification form shall set for the scope of work for which the subcontractor has submitted a price quote and which the bidder has agreed to award to each subcontractor should the Bidder be awarded the contract.

Subcontractor Name and Address	Nature of Work to be completed by Subcontractor

Attach additional sheets if necessary

Signature of Bidder’s Authorized Representative: \_\_\_\_\_

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

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

**SECTION XXI - BIDDER REFERENCE SHEET**

1. Name and address of all previous locations where said service has been performed.

a. \_\_\_\_\_

b. \_\_\_\_\_

c. \_\_\_\_\_

d. \_\_\_\_\_

e. \_\_\_\_\_

2. Name, address and telephone number of the principal party to whom you or your firm were responsible for the satisfactory performance of this service.

a. \_\_\_\_\_

b. \_\_\_\_\_

c. \_\_\_\_\_

d. \_\_\_\_\_

e. \_\_\_\_\_

\_\_\_\_\_  
**Name of Person Preparing Proposal**

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

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