BID SPECIFICATION
TOWNSHIP OF OCEAN,
MONMOUTH COUNTY, NEW JERSEY

FOR THE
PROVISION OF TENNIS SERVICES
for the Township of Ocean, County of Monmouth
State of New Jersey

Bids will be received by the Township Manager of the Township of Ocean at the Township of Ocean Conference Room, Second floor, 399 Monmouth Road, Oakhurst, New Jersey 07755 on Wednesday, August 25, 2010, 3:00pm prevailing time.

Prepared by
DEPARTMENT OF HUMAN SERVICES
732-531-2600

Name of Bidder: _____

Address _____

_____

Phone: _____

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

WHEN SUBMITTING A BID YOU MUST RETURN THE COMPLETE PACKET.

SECTION II - LEGAL NOTICE

PLEASE PUBLISH ONE (1) TIME IN THE AUGUST 7, 2010 (Saturday) ISSUE OF THE ASBURY PARK PRESS

LEGAL NOTICE
TOWNSHIP OF OCEAN, MONMOUTH COUNTY

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

PROVISION OF TENNIS SERVICES

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

SAID BIDS WILL BE OPENED and read in public by the Township Manager at the Township Conference Room, 399 Monmouth Roads, Oakhurst, New Jersey, on Wednesday, August 25, 2010 at 3:00 pm prevailing time.

OBTAINING/EXAMINING BID DOCUMENTS: Bid documents will be on file in the Office of the Township of Ocean Human Services Department, 601 Deal Road, Oakhurst, New Jersey (732-531-2600) and may be inspected by prospective bidders during the normal business hours.

BID SECURITY: The bid must be accompanies by a security deposit, which shall be $400.00 and must be a certified check. Certified checks 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 30 days of the end of the season or in the case of non-renewal of the contract, within 30 days of the notice of the same and if all conditions of the contract have been met. No bid will be considered unless it is so guaranteed.

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 Manager, Township of Ocean, and delivered prior to bid opening to the Township at the above address for receiving bids.

STATUTORY REQUIREMENTS: Bidders are required to comply with requirements of P.L. 1975, C. 127 (NJAC 17:27 – Affirmative Action); and P.L. 1963, C.150 (prevailing Wage) and must include a Statement of Ownership of 10% or more of the stock of the bidder corporation or partnership pursuant to P.L. 1977, C.33 of the Laws of New Jersey.

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, RMC/CMC
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 including the drawings 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, including drawings 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 as informal 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 be $400.00 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 30 days of the end of the season or in the case of non-renewal of the contract, within 30 days of the notice of the same and if all condition 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 properly interested may be present in person or by representative.

AWARD OF CONTRACT: Reject of Bids

The contract will be awarded to the responsible bidder submitting the highest proposal complying with the conditions of the Invitation for Bids, provided each such bid is reasonable and it is in the interest of the Township of Ocean to accept it. 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 bond.

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.

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.

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.

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 contact: 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 exiting facilities when the size, type or extent of such facilities in not thereby changed in 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 competed application form. The form is available online at www.state.nj.us/labor/lsse/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 or Revenue. Information on obtaining BRC available on the Internet at 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 contacting 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 Wednesday, August 25, 2010 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 one, two, three, four or five year (season) lease agreement. The Township or the lessee shall have the option to cancel the lease agreement for any reason on or before 1 December of the current year for the remainder of the agreement.

TAXES

Municipality ID # (21-6000-959)

SECTION VI - Detailed Requirements Specification for Provision of Tennis Services

QUALIFICATION OF PROSPECTIVE BIDDERS

Bidders must be experienced in the nature of the service required to be performed.

GENERAL TERMS

This concession may be awarded to that responsible bidder who submits the highest bid. Responsible bidder shall have had not less than three (3) years experience in the provision of tennis services in both a group and private setting. The bidder must document that he/she possesses the skill, qualifications, and ability to conscientiously, faithfully, and professionally fulfill the lease to its letter and spirit.

PREMISES: The premises shall include the six tennis courts located at the Township of Ocean Community Pool and Tennis Facility and other park sites as scheduled by the Department of Human Services.

TERMS: All bidders shall submit bids for each of the following terms (refer to item K found on page VI-4):

A) 1 May 2011 through 20 September 2011
B) 1 May 2012 through 20 September 2012
C) 1 May 2013 through 20 September 2013
D) 1 May 2014 through 20 September 2014
E) 1 May 2015 through 20 September 2015

If alternate B, C, D, E is awarded, the Township or vendor shall have the right to cancel the lease on or before 1 December of the current year for the remainder of the agreement. In the event of such cancellation, there shall be no further liability of either party to the other.

CONTRACT PAYMENTS:

Contract payments shall be made in accordance with the following schedule:

a. Twenty-five (25) percent of the 2011 season amount by May 30, 2011.

b. Fifty (50) percent of the 2011 season by July 1, 2011.

c. Twenty-five (25) percent of the 2011 season amount by August 1, 2011.

d. For the remaining seasons: twenty-five (25) percent of the current season amount by April 1; fifty (50) percent of the current season amount by July 1 and twenty-five (25) percent of the current season amount by August 1.

TENNIS PROGRAM CONCESSION:

A) The vendor is responsible for providing to the Township of Ocean Community Pool and Tennis facility a tennis staff of the caliber to effectively teach and coach members at their respective skill levels.

B) The vendor is responsible for providing and supervising the activities listed below (B1 & B2) at no charge to pool members. Vendor will determine the fee for participation for non-members.

B1. Tennis Tournaments: At a minimum, the vendor will schedule and publicize one of each of the following tournaments.
Men's Singles
Men's Doubles
Women's Singles
Women's Doubles
Mixed Doubles
Youth
Member/Guest

B2. Special Events: At a minimum, the vendor will schedule and publicize the following special events:
Biddy Tennis Activities
Tennis/Swim Activity
Evening Tennis Activities

C) At a cost established by the vendor (with a reduced rate for facility members), the vendor is responsible for providing additional tennis services to include the following:
Pee Wee Tennis (4 – 7 years)
Junior Camps (8 – 17 years)
Junior Evening Camps (8 – 17 years)
Junior Traveling Team (9 – 17 years)
Beginner Adult Clinics

D) At the discretion of the Recreation Administrator, the vendor will be responsible for the provision of any Group Tennis Lessons (Adults, Youth, & Special Needs Youth/Teen) offered through the Recreation Office. Lessons will be held at park locations as assigned through the Department of Human Services.

D1. In 2011, the fee for tennis lessons shall not exceed $42.00 for residents and $65.00 for non-residents. Fees for subsequent years of this contract will be negotiated between the Recreation Administrator and vendor with increases not to exceed 15% over the length of a five-year contract and no more than 3% within any given season. For any contract award shorter than five years, the above percentages shall be reduced proportionately. It will be the responsibility of the vendor to contact the Recreation Administrator no later than December 15th of each contract year if said vendor chooses to request a fee adjustment for the following summer season.

D2. A copy of the 2010 schedule is attached. The 2011 class schedule will reflect comparable dates/times/age categories. The specific class schedule for the 2011 season and subsequent years of the contract will be negotiated between the Recreation Administrator and the vendor. It will be the responsibility of the vendor to contact the Recreation Administrator no later than December 15th of each contract year if said vendor chooses to request a schedule adjustment for the following summer season. There shall be no significant change in the number, length or scheduled time unless consented to by the Township.

D3. Participants, for the previously mentioned group lessons, are required to register through the Recreation Office with fees payable to TORTA. Collected registration fees (less a $5.00/registrant processing fee) will be transferred to the vendor through a purchase order in accordance with the monthly voucher system. The processing fee will remain the same for the duration of the contract.

E) The vendor will be granted the exclusive right to provide individual and group lessons and on – site coaching of tennis teams at the Ocean Community Pool and Tennis Facility during the period of the contract.

F) The vendor may establish, coach, and/or coordinate a member's tennis team program. Members of the tennis team will pay directly to the vendor, an established seasonal rate.

G) The women's tennis teams affiliated with Jersey Shore Tennis League will have the option of engaging the coaching services of the vendor. In that event, the team members will pay directly to the vendor a seasonal rate established by the said vendor.

H) The vendor will have the right to the sale of tennis accessories and services.

I) The vendor will prepare all publicity for programs and coordinate the scheduling of courts for events and lessons and tennis team activities.

J) The vendor will assure the reasonable accessibility of courts to members for individual use, as determined by the Department of Human Services.

K) It is understood that the vendor may establish a higher fee schedule for non-members for participation in events and that these fees are payable to the vendor.

L) It is understood by the vendor that the Township reserves the right to schedule court usage for the good of the public of the Township with reasonable notice to the vendor.

L1. This includes, but is not limited to, high school practices/matches which take place during the month of May, possibly June, and also in September. Upon request, a practice/match schedule will be provided when available.

L2. It is further understood by the vendor that courts will be utilized by the teams associated with the Jersey Shore Tennis League on Wednesdays from 8:00 a.m. to 1:00 p.m.

M) The Township will provide the following:

1) Maintenance of the tennis courts, which includes lighting costs.

2) Access to office space and telephone at the facility for the purposes of the program.

3) Assistance in the registration of participants for programs and events.

4) Assistance for the publicity of programs at the facility.

5) Equipment such as tennis nets, dri – rollers, and waste containers.

N) In accord with Ordinances #1980 providing for a drug-free work place, the successful bidder and all staff in his/her employ will participate in a pre-employment drug screening at the contracted lab used by the Township of Ocean. The successful vendor will reimburse the Township accordingly for the cost of the pre-employment drug screening/staff. The 2010 cost was set at $6.50/employee and is subject to change based on changes in cost to Township. Pre-employment drug screening is an annual requirement for the length of the contract.

O) In accord with Ordinance #2010 requiring criminal history background checks, all personnel 18 years and older with unsupervised direct access to minors participating in Group Lessons as mentioned in Section D1. (Page VI-2) shall be fingerprinted in order for state and federal criminal background checks to be conducted. The expense is borne directly by the individual and is administered every 5 years. The Township will provide written instructions for the fingerprinting process. The 2010 cost was set at $26.50/individual and is subject to change based on actual cost.

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 with an acceptable schedule of fees for lessons and coaching. Said bidder shall not assign this agreement or under lease the premises or any part thereof to any other party.

MINIMUM BID: The acceptable minimum bid shall be according to the following schedule:

2011	$3800
2012	$3900
2013	$4000
2014	$4100
2015	$4200

SECTION VII - BIDDER'S CHECK LIST

TOWNSHIP OF OCEAN

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
☐	Ownership Statement Compliance	
☐	Non-Collusion Affidavit	
☐	Bid Proposal Form	
☐	References	
☐	Status of Present Contracts	
☐	Equipment Certification **(Not Applicable)**	
☐	Security Deposit	
☐	Public Works Contractor Certificate **(Not Applicable)**	
☐	Consent of Surety **(Not Applicable)** (with Power of Attorney for full amount of Bid Price)	
☐	Mandatory Affirmative Action Language	
☐	Prevailing Wage	
☐	Americans with Disabilities Act of 1990 Language	
☐	Proof of Business Registration	

_____
Name of Person preparing Proposal

_____
Signature

_____
Telephone # **Date**

***INCLUDE THIS FORM WITH PROPOSAL DOCUMENTS**

SECTON VIII - BID PROPOSAL FORM

FOR THE PROVISION OF TENNIS SERVICES FOR THE TOWNSHIP OF OCEAN

TO : TOWNSHIP COUNCIL OF THE TOWNSHIP OF OCEAN

MAYOR AND COUNCIL:

We, the undersigned, do hereby certify and declare that we have carefully examined the Bid Specifications for PROVISION OF TENNIS SERVICES for which an advertisement for bids was published to be received on Wednesday, August 25, 2010 3:00 p.m. at the place designated. We have examined the specifications on file in the office of the Township Manager of the Township of Ocean, and do hereby submit the following bids for the work specified in the manner prescribed by the aforesaid specifications.

$400.00 SECURITY DEPOSIT (no cash) TO ACCOMPANY BID PROPOSAL

ITEM

A.	**1 May 2011 through 20 September 2011**	**$**_____
	AND	
B.	**1 May 2012 through 20 September 2012**	**$**_____
	AND	
C.	**1 May 2013 through 20 September 2013**	**$**_____
	AND	
D.	**1 May 2014 through 20 September 2014**	**$**_____
	AND	
E.	**1 May 2015 through 20 September 2015**	**$**_____

Company _____

Signature _____

Title _____

Witness _____

(SEAL)

ATTACH SECURITY DEPOSIT HERE

SECTION IX - BID GUARANTEE (Not Applicable)

Accompanying this proposal is a Consent of Surety and a Bid Guarantee, in the form of a Bid bond, or 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.

COMPANY _____

_____ SIGNATURE _____

Witness

TITLE _____

(SEAL)

ATTACHED BID BOND

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 AUTHORZIED 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 _____,200____

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 four hundred dollars ($_400.00_) 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 _____

SIGNATURE _____

_____
Witness

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 restrain 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 EMPLOYMENT OPPORTUNITY 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. l7:27-5.2.

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.us/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.)

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)*

Does your company have a Federal Affirmative Action Plan Approval Letter?
____ Yes *(If yes, submit a Photostat copy)*
____ No *(If no, complete "A" below)*

1. Does your company have a Certificate of Employee Information Report?

____ Yes *(If yes, submit a Photostat copy)*
____ No *(If no, complete "B" below)*

1. 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.

Each contract over $17,500 must also contain Language "A".

Are you a minority-owned business?
____ Yes ____ No

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

1. Letter of Federal ApprovalOR 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:

_____

_____
Print Name

Signature:

_____

_____
Print Name

_____
Date **Corp. Seal**

"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.

SAMPLE FOUND ON NEXT PAGE

SECTION XX - LIST OF SUBCONTRATORS (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 were 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**

2010 List of Recreation Tennis Lesson

Special Needs Tennis (13 - 21 years)
Is your teen ready for a new summer activity? Join us Saturday mornings for a tennis program designed for special needs youth, 13 - 21 years of age. Participants will learn the basics of tennis at the Twp. of Ocean Pool and Tennis Facility under the supervision of the facility tennis pro. Volunteers needed to assist.

Program Dates: Saturdays, June 5 - July 17
(no program 7/3)
9:00 - 10:00 a.m.
Location: Twp. Pool and Tennis Facility
Fee: $40.00/res.; $50.00/non-res.
Registration: May 5 - June 25 or until maximum capacity is met. (Non-residents accepted as of 5/20 if space available).

Beginner Tennis Lessons
Adult group lessons offered for Beginner level players, 17+ years. Six, 1 hour lessons will allow participants the opportunity to obtain basic skills while sharpening existing skills. Please supply own racket and appropriate footwear. Participants are required to bring one unopened can of tennis balls to first class. *Make-ups, due to rain only, will be scheduled. There will be no make-ups or refunds due to student absence.*

Program Dates: Weeks of May 31 - July 5
6:30 - 7:30 p.m.
Session A: Tuesdays (Oakhurst Park)
Session B: Wednesdays (Pool & Tennis Facility)
Session C: Thursdays (Dave Dahrouge Park)
Location: Indicated in parenthesis
Fee: $40.00/res. $60.00/non-res.
Registration: May 5 - May 25; or until maximum capacity is met. (Non-res accepted as of 5/20 if space avail)

Summer Tennis (7 - 16 years)
Participants are introduced to the game of tennis. Basic grips, strategies and rules will be taught through drills, games, and open play. Participants provide own racket and one unopened can of balls at start of program. Classes separated by age as indicated. Dates for morning and evening classes listed on chart. *Make-ups due to rain only will be scheduled during the following session. There will be no other make-ups or refunds due to student absence.*

Session 1 & 3 - 6: Mondays - Fridays, 9:00 - 10:00 a.m.
Session 2: Tuesday - Friday, 9:00 - 10:15 a.m.
Session 7: Tuesday - Friday, 6:00 - 7:15 p.m.
Session 8 & 9: Mondays - Fridays, 6:15 - 7:15 p.m.
Program Location:
Sessions 1 - 7: Wayside Park
Sessions 8 & 9: Location indicated in parenthesis
Fee/Session: $40.00/res.; $60.00/non-res.
Registration: May 5 - June 18 or until maximum capacity is met. (Non-res accepted as of 5/26 if space avail).

Session 1:	9 - 11 years old	June 28 - July 2
Session 2:	12 - 16 years old	July 6 - 9 Tues. - Fri.
Session 3:	7 & 8 years old	July 12 - 16
Session 4:	9 - 11 years old	July 19 - 23
Session 5:	7 & 8 years old	July 26 - 30
Session 6:	12 - 16 years old	Aug. 2 - 6
Session 7:	9 - 11 years old	July 6 - 9 (Wayside Park) Tues. - Fri.
Session 8:	7 & 8 years old	July 12 - 16 (Oakhurst Park)
Session 9:	12 - 16 years old	July 19 - 23 (Dave Dahrouge)