

**BID SPECIFICATION FOR**

**COLONIAL TERRACE MUNICIPAL GOLF COURSE  
MAINTENANCE SERVICES**

**FOR THE TOWNSHIP OF OCEAN  
Monmouth County, New Jersey**

**Bids will be received by the Township Manager of the Township of Ocean  
at the Township of Ocean Council Conference Room, Second Floor,  
Deal and Monmouth Roads, Oakhurst, NJ, Wednesday, October 13, 2010  
at 3:00 p.m. prevailing time.**

**Prepared by**

**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 Guarantee
- X 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 and Service Contracts
- XVII Insurance Specifications – Schedule A
- XVIII The Public Works Contractor’s Registration Act
- XIX Business Registration Certificate (Chp. 57, Laws 2004-S1778)  
(required for Contractor & Sub-contractor)
- XX List of Subcontractors
- XXI Bidder Reference Sheet
- XXII Equipment Certification

**NOTE: THIS PACKET CONTAINS A COMPLETE SET OF INSTRUCTIONS, BIDDING FORMS AND SPECIFICATIONS. WHEN SUBMITTING A BID YOU MUST RETURN THE COMPLETE PACKET.**

**LEGAL NOTICE**

**NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Township Manager for the Township of Ocean, County of Monmouth, State of New Jersey on Wednesday, October 13, 2010 at 3:00 p.m. prevailing time at Township of Ocean Municipal Building Manager's Conference Room, 399 Monmouth Road, Oakhurst at which time and place bids will be opened and read in public for:

**COLONIAL TERRACE MUNICIPAL GOLF COURSE MAINTENANCE SERVICES**

Specifications and other bid information may be obtained at the Department of Human Services, 601 Deal Road, Ocean, NJ during regular business hours, 8:30 a.m. – 4:30 p.m.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 et seq.

---

Name & Title (of appropriate official)

Publication date:

**PLEASE PUBLISH ONE (1) TIME IN THE SATURDAY, SEPTEMBER 18, 2010 ISSUE OF THE ASBURY PARK PRESS.**

**LEGAL NOTICE**

**LEGAL NOTICE**

**LEGAL NOTICE**

**TOWNSHIP OF OCEAN – COUNTY OF MONMOUTH**

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

**MAINTENANCE SERVICES FOR COLONIAL TERRACE MUNICIPAL GOLF COURSE,  
TOWNSHIP OF OCEAN, MONMOUTH COUNTY**

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 Council Conference Room, Second Floor, Town Hall, 399 Monmouth Road, Oakhurst, New Jersey, on **WEDNESDAY, OCTOBER 13, 2010 at 3:00 p.m.** prevailing time.

**OBTAINING/EXAMINING BID DOCUMENTS:** Bid documents will be on file in the Office of the DEPARTMENT OF HUMAN SERVICES located at 601 Deal Road, Ocean, New Jersey and may be inspected by prospective bidders during normal business hours.

**BID SECURITY:** Is required in an amount of not less than ten percent (10%) of the total amount indicated in the Bid, but not in excess of Twenty Thousand Dollars (\$20,000.00); and may for certain equipment, materials and services be accompanied by a Certificate of Surety from a surety company 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.

**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 N.J.S.A. 10:5-31 et seq. and N.J.A.C. 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  
Township Clerk

### **III. INSTRUCTION TO BIDDERS AND STATUTORY REQUIREMENTS**

#### **I. Submission of Bids**

- A.** Sealed bids shall be received by the Township of Ocean, hereinafter referred to as "owner" in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B.** Sealed bids will be received by the Township Manager, Andrew Brannen, 399 Monmouth Road, Oakhurst, New Jersey 07755 on Wednesday, October 13, 2010 at 3:00 p.m. as stated in the Notice to Bidders, and at such time and place will be published, opened and read aloud.
- C.** The bid shall be submitted in a sealed envelope: (1) addressed to the Township of Ocean, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title.
- D.** It is the bidder's responsibility that bids are presented to the Township of Ocean at the time and place designed. Bids may be hand delivered or mailed; however, the owner disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.
- E.** Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of (60) sixty calendar days.
- F.** All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasure or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind may be rejected by the owner. Any changes, whiteouts, strikeouts, etc, in the bid must be entitled with ink by the person signing the bid.
- G.** Each bid proposal form must give the full business address, business phone, fax, e-mail if available the contact person of the bidder, and be signed by an authorized representative as follows:
  - Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
  - Bids by corporations must be signed in the legal name of the corporation, followed by the name of State in which incorporated and must contain the signature and designation of the present, secret or other person authorized to bind the corporation in the matter.

- Bids by sole-proprietorship shall be signed by the proprietor.
- When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

H. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:

- NJSA 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- NJSA 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by public servant, which is a violation of official duty.
- NJSA 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confer or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

## II. BID SECURITY AND BONDING REQUIREMENTS

### A. BID GUARANTEE

Bidder shall submit with the bid a certified check, cashiers check or bid bond in the amount of ten percent (10%) of the total price bid for the first season, but not in excess of \$20,000, payable unconditionally to the owner. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the owner. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to NJSA 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to NJSA 40A:11-21.

### B. CONSENT OF SURETY

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the owner stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount to the contract, pursuant to NJSA 40A:11-22.

Failure to submit consent of surety form shall result in rejection of the bid.

### C. PERFORMANCE BOND

Bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to NJSA 40A:11-22.

### D. LABOR AND MATERIAL (PAYMENT) BOND (not applicable)

Bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and a material used in the work performed under the contract.

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

### E. MAINTENANCE BOND (not applicable)

Upon acceptance of the work by the owner, the contract shall submit a maintenance bond (NJSA 40A:11-16.3 in an amount not to exceed \_\_\_\_% of the project costs guaranteeing against defective quality of work or materials for the period of:

\_\_\_\_\_ 1-year

\_\_\_\_\_ 2 year

The performance bond provided shall not be released until final acceptance of the whole work and the only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to NJSA 17:31-5.

## III. INTERPRETATION AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the owner. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be properly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contacting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract, pursuant to NJSA 40A:11-13. In the event the bidder fails to notify the owner of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specification and the bidder's submitted bid.

- C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the owner's representative stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the bid for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder. The owner's interpretations or corrections thereof shall be final.

When issuing addenda, the owner shall provide required notice prior to the official receipt of bids to person who has submitted a bid or who has received a bid package pursuant to NJSA 40A:11-23c.

D. Discrepancies in Bids

1. If the amount shown in words and its equivalent to figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the owner of the extended totals shall govern.

IV. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. Brand names and/or descriptions used in these specifications are to acquaint bidders with type of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature will not suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and service as described in the bids specifications be provided and performed.
- C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The owner reserves the right to evaluate the equivalency of the goods and services.
- D. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will hold the owner harmless from any damages resulting from such infringement.

- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to NJSA 40A:11-18.
- F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

## V. INSURANCE AND INDEMNIFICATION

- A. INSURANCE REQUIREMENTS (See Schedule A Insurance Specifications)
- B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the owner as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the owner as an additional insured.

### C. INDEMNIFICATION

Bidder shall indemnify and hold harmless the owner from all claims, suits or actions, and damages and cost to which the owner may be subjected or put by reason of injury, the person or property of another, or the property of the owner, resulting from negligent acts or omissions on the part of the contractor, the contractor's agent, servants or subcontractors in the delivery goods and services, or in the performance of the work under the contract.

## VI. PRICING INFORMATION FOR PREPARATION OF BIDS

- A. The owner is exempt from any local, state or federal sales, use or excise tax.
- B. Estimated Quantities (Open-End Contracts): The owner has attempted to identify the item (s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to NJAC 5:30-11.2 and 11.10 NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.
- C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.
- D. Bidders shall insert prices for furnishing goods and services required by these specifications. Pricing shall be net, including any charges for packing, crating, containers, etc. All transportation charges should be fully prepared by the contractor, F.O.B. destination and placement at locations specified by the

owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

## **VII. STATUTORY AND OTHER REQUIREMENTS**

The following are mandatory requirements of this bid and contract.

### **A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION**

No firm may be issued a contract unless it complies with the affirmative action provision of NJSA 10:5-31 et seq. and NJAC 17:27-1 et seq. The following information summarizes the full required regulatory test, which is included as Exhibit A of this bid specification.

#### **1. Goods and Services (including professional services) Contracts.**

Each contractor shall submit to the public agency, after notification of award but prior to execution of goods and services contract, one of the following three documents:

- i. A photocopy of a valid letter that the contractor is operating under an existing Federally approved sanctioned affirmative action program (good for one year from the date of the letter); or
- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with NJAC 17:27-4; or
- iii. A photocopy of an Employee Information Report (Form AA302) Provided by the Division and distributed to the public agency to be completed by the contractor in accordance with NJAC 17:27-.

### **B. AMERICANS WITH DISABILITIES ACT OF 1990**

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included as Appendix B of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the act and to hold the owner harmless.

### **C. STOCKHOLDER DISCLOSURE**

NJSA 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of bid or accompanying the bid of said corporation or partnership, bidders shall submit a statement setting forth the names and address of all stockholders in the corporation or partnership who owns ten percent or more of its stock of any class, or of all individual partners in the partnership who own then percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including but not limited to, limited partnerships, limited

liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

#### **D. 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 is available on the Internet at [www.nj.gov/nibgs](http://www.nj.gov/nibgs) 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.

#### **E. PREVAILING WAGE ACT**

Pursuant to N.J.S.A. 34:11-56.25 et seq, contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. Forms to facilitate the submission of payroll records may be obtained by contacting the Department of Labor and Workforce Development, Division of Wage and Hour Compliance, P.O. Box 389, Trenton, New Jersey 08625-0389, or visiting the Department's web site at [www.nj.gov/labor](http://www.nj.gov/labor).

#### **F. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT**

A law known as the "Public Works Contractor Registration Act" (P.L. 1999, c.238) became effective April 11, 2000. Under the Act, no contractor/subcontractor will be permitted to bid on or engage in any contract for public work, as defined in P.L. 1963, c.150(C.34:11-56.26) , unless the contractor/subcontractor is registered with the New

Jersey Department of Labor. The Act provides that upon registration with the Department, a public works contractor/subcontractor will be issued a certificate by the Department indicating compliance with the Act's requirements. A copy of the bidder's current certificate or a copy of the contractor's submitted application for registration must be submitted with the bid.

Each contractor shall, after the bid is made and prior to the awarding of the contract, submit to the public entity the certificates of registration for all subcontractors listed in the bid proposal. Applications for registration shall not be accepted as a substitute for a certificate of registration for the purposes of this section.

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 ;: P.L. 1963, c.150 (C.34:11-56.25, et seq.)

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. "Maintenance work" also means any work on a maintenance-related project that exceeds the scope of work and capabilities of in-house maintenance personnel, requires the solicitation of bids, and has an aggregate value exceeding \$50,000.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. For registration forms, copies of the Act and other relevant information please contact

New Jersey Department of Labor & Workforce Development

Division of Wage & Hour Compliance

P.O. Box 389

Trenton, NJ 08625-0389

#### G. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the bid proposal.

#### VIII. METHOD OF CONTRACT AWARD

A. The length of the contract shall be stated in the technical specifications. Pursuant to requirement NJAC 5:30-5.1 et seq., any contract resulting from this bid shall

subject to the availability and appropriation of sufficient funds annually. Please see Section X. Termination of Contract, Sub-section E for additional information.

- B. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.
- C. If the award is to be made on the basis of a combination of a base bid with selection options, it shall be made to that responsible bidder submitting the lowest net bid.
- D. The owner may also elect to award the contract on the basis on unit prices.
- E. The form of contract shall be submitted by the owner to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the owner.

#### IX. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

All bids pursuant to NJSA 40A:11-13.2;

- A. If more than one bid is received from an individual, firm or partnership corporation or association under the same name;
- B. Multiple bids from an agent representing competing bidders;
- C. The bid is inappropriately unbalanced;
- D. The bidder is determined to possess, pursuant to NJSA 40A:11-4bm Prior Negative Experience;
- E. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner may accept the bid of the next lowest responsible bidder.

#### X. TERMINATION OF CONTRACT

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the owner shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contract of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damages due the owner from the contractor is determined.
- C. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractor/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.

- D. In case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the owner reserves the right to cancel the contract.

**F. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.**

It is understood by all parties that if, during the life of the contract, the contractor disposes of his /her business concern by acquisition, merger, sale or transfer, or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documents/legal instruments that were required in the original bid/contract. Any change shall be approved by the Owner.

- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the owner.

**XI. PAYMENT**

- A. No payment will be made unless duly authorized by the Owner's authorized representative and accompanied by proper documentation.
- B. The annual contract is billed on a monthly basis, beginning March 31 and ending November 30 of the current contract year, and is paid in 9 equal payments in accord with the normal schedule of payment for the Township of Ocean contingent upon the proper documentation related thereto.
- C. If operations are extended post season as indicated in the Detailed Requirements, payment will be made following the extension in accordance with the normal schedule of payment for the Township of Ocean contingent upon the proper documentation related hereto.

IV.

**REQUIREMENTS OF PROSPECTIVE BIDDERS**  
**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.

V.

**TOWNSHIP OF OCEAN  
INVITATION TO BID**

**INVITATION**

Vendors are invited to bid on the items listed below in accordance with the Bid Specifications and the standard Township terms and conditions.

**GENERAL TERMS**

Vendor is to deliver all specified services under the direction of the Department of Human Services, and to assist in placing in service all services, materials and equipment contracted for the township. The township specifically reserves the right to inspect, at its convenience, all services, materials and equipment delivered and to run what acceptance tests it may deem appropriate.

**DELIVER**

Services and materials shall be delivered as provided in the detailed requirements.

**QUALITY**

The Township requires quality service, material and equipment. When delivered, if the service, materials and equipment do not meet the Township quality standards, or where the materials and equipment delivered are incomplete or damaged, the Township reserves the right to refuse delivery and the right to return the unsatisfactory item.

**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 an "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.

**TAXES**

Municipality ID # (21-6000-959)

**VI.****DETAILED REQUIREMENTS****Bid Specification for Maintenance Services of the Colonial Terrace Municipal Golf Course****INTRODUCTION:**

The following maintenance specifications have been developed to represent the acceptable standards for the care and maintenance of the Colonial Terrace Municipal Golf Course, located in the Wanamassa section of the Township of Ocean, Monmouth County, New Jersey. All bidders must make themselves familiar with the site, which is located at 1003 Wickapecko Dr., Wanamassa, NJ.

This 9-hole course, acquired by the Township in August, 2007 has undergone fairway, greens and irrigation improvements as coordinated through Township personnel. The Township is committed to continuing to coordinate improvements (whether fulfilled in-house by Township personnel or contracted out to qualified vendors) which will include but is not limited to greens re-construction, additional irrigation and drainage improvements, bunker & cart path improvement, etc. These capital improvements will be on-going through the length of this and subsequent contract periods. It is expected that all bidders will make themselves familiar with the site. Daily access is available to the grounds and access to the maintenance garage can be available with 24 hours notice (weekdays only, 8:30 – 3:00 p.m.) by contacting the Recreation Office at 732-531-2600.

The Township expects the successful bidder to uphold the improvements provided to date through the implementation of the established specifications provided herein, in accord with generally accepted standards of the industry, responsible environmental care and under the direction of a designated Township employee. It must be understood that the plan is flexible and is dependent upon the best efforts of the contractor and the Township to implement the following programs and procedures with good faith and common sense. Alterations are appropriate in response to changes in weather or other unavoidable circumstances, and should be made by mutual agreement between the contractor and the Township.

It is the objective of the successful bidder to assume all responsibility for the day-to-day maintenance operation of this 9-hole course although direct contact with a Township designee is required. The scope of the work includes all greens, tees, fairways, (including practice green area) and surrounding grounds. To be included in this bid will be everything necessary for the facility's successful management of maintenance operations, (i.e. labor, machinery, fertilizer, and pesticides). In all instances, necessary work is to be completed in a manner so as not to impede on use of the facility by daily guests.

This contract will commence on March 1, 2011 and run through \*November 30, 2011. This agreement shall be for a period of one (1) year from the date of commencement with the option to renew for up to two (2) successive one (1)-year terms. In the Bid Proposal section of these specifications, under the 2011/2012/2013 Maintenance, please list your bid for the service. Either party must give the other written notice of termination by December 1<sup>st</sup> of current contract period.

The facility 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 cost for the maintenance required to operate the facility post season shall be included in the Bid Proposal section. This arrangement shall not extend beyond the end of December.

## **BID QUALIFICATIONS:**

Each bidder shall present evidence that they are now or have been actively engaged in golf course maintenance of this type. The minimum requirement for award will be documentation and references of at least similar maintenance of two golf courses in the last two-year period from the date of this bid. It will be the decision of the Directors of Human Services and Public Works Departments to qualify or exclude a bidder from award. The bidders shall make themselves thoroughly familiar with the contents of these specifications before submitting their proposal; the bidders automatically acknowledge and accept all provisions and conditions of the specifications. No bid shall be considered from bidders who are unable to show that they are normally engaged in this type work, as described above, for which bids are being solicited.

## **MACHINERY:**

The contractor will provide all machinery necessary to successfully maintain the golf course. The bidder will submit with his bid a complete list of all machinery as required on the Bidder Qualification Form that will be used in the performance of this golf course maintenance contract.

Special equipment necessary for aeration, fertilization, spraying and topdressing and leaf removal will also be supplied as needed by the contractor.

It is expected that all equipment will be removed from the Colonial Terrace Golf Course during non-contract periods.

## **MOWING OPERATIONS**

Consistent mowing schedules, height of cut, and mowing equipment should be maintained throughout the season. Minor adjustments may be necessary due to the climatic variability and seasonal growth rates. During reduced growth periods on turf grass stress, conservative procedures are acceptable. Final decisions in regard to mowing frequency and height of cut will be determined in conjunction between Township designee and contractor. Greens/tees shall be mowed/blown in an order determined by the Township of Ocean personnel to reduce noise impact on neighboring residents.

### **GREENS** (approximately ½ acre)

1. Mowing equipment: Walk-behind or triplex greens mower
2. Mowing Frequency: March-Nov.: A minimum of five times per week.
3. Height of Cut: 1/8" to 5/8"; clippings removed.

### **PUTTING GREENS COLLARS AND APRONS**

1. Mowing equipment: Walk-behind or triplex greens mower
2. Mowing Frequency: March-Nov.: Two to three times per week, as required
3. Height of Cut: Approximately ½"; clippings removed

## TEES

1. Mowing equipment: Walk-behind or triplex putting greens mower
2. Mowing Frequency: March – Oct.: Three times per week as needed  
Nov: Two times per week or as needed
3. Height of Cut: Approximately ½ "; clippings removed

## FAIRWAYS (approximately 10 acres)

1. Mowing equipment: Diesel or gas powered 5-gang reel-type mower with hydraulic driven reels (e.g. Jacobson LF 3800, or similar unit)
2. Mowing Frequency: March – Oct.: Two times per week in varying pattern cuts  
Nov.: Two times per week or as needed
3. Height of Cut: Approximately 3/4"; clippings removed when excessive

## ROUGH (approximately 20 acres)

1. Mowing equipment: HR 5111 or similar unit
2. Mowing Frequency: One time per week or as needed
3. Height of Cut: Rough, 2 ½" – 3"; clippings returned

## GREEN AND TEE BANKS

1. Mowing equipment: Triplex trim mower (e.g. National, Brower, Jacobson Turf Cat, Toro 216, or similar unit)
2. Mowing Frequency: Two times per week
3. Height of Cut: (same as the setting for the rough)

## BUNKERS/TRAPS

1. Mowing equipment: Collars - Triplex trim mower (e.g. National, Brower, Jacobson Turf Cat, Toro 216, or similar unit)
2. Mowing Frequency: Collars - Two times per week
3. Height of Cut: (same as the setting for the rough)
4. Other: Rake level daily  
Remove accumulated debris & edge as necessary  
Re-fill as needed to a 4"-6" depth

## CULTURAL PRACTICES

Cultural practices shall be planned and implemented to achieve a dense, healthy stand of turf and to maintain optimum playing quality. Practices include, but are not limited to the following items:

### **AERATING/TOPDRESSING/SEEDING/SODDING**

#### **GREENS AND COLLARS**

1. Aerification – the greens and collars shall be aerified in April and September using a putting green aerifier fitted with 5/8" hollow tines. The cores shall be removed and the holes filled with sand topdressing to the turf surface. Supplemental aeration can be scheduled, as needed, using water injection aeration or ¼" to 3/8" hollow tines by sand dressing or Sand/organic.
2. Spiking – shall be scheduled based on the growth rate of the grass in order to maintain an upright growth habit and control grain and thatch. Vertical mowing shall be suspended if turf thinning, stress, or limited growth is evident. The following schedule is offered as a guideline:  
March – October: one time per month in two directions
3. Topdressing – Sand topdressing shall be applied and brushed or matted into the turf surface following core aeration. Light sand topdressing shall be applied to the greens a minimum of six (6) times per year at the rate of 1/3 cu. Yd./5,000 sq. ft. Light topdressing shall be scheduled at 3 to 5 week intervals during the active growing season, and can be combined with spiking operations.
4. Putting green seeding – the greens shall be over seeded with creeping bent grass when the greens are aerated and top dressed in the Fall at a rate of 1 lb./1000 sq. ft.
5. Collar seeding – The putting green collars shall be seeded with blue grass rye during the month of October at the rate of 1 lb./1000 sq. ft.

#### **TEES**

1. Aerification – the tees shall be aerified a minimum of twice during the contract period (at the very least during the months of April and September), using a putting green aerifier with ½" to 5/8" hollow tines. The cores shall be dragged or removed from the surface.
2. Seeding – the tees shall be seeded with perennial ryegrass during the month of September at the rate of 4 lbs./1000 sq. ft. Process shall be accomplished by core aerifying, followed by slice seeding, followed by a 1/8" to ¼" topdressing of appropriate tee mix topdressing.

#### **FAIRWAYS**

1. Seeding – following Labor Day and prior to October 15, fairways shall be slice-seeded using perennial ryegrass at the rate of 200 lbs./acre.

#### **ROUGH**

1. Seeding – the rough shall be over-seeded with tall type fescue as necessary to restore coverage and density.

## **SEED AND SOD SELECTION**

### **GREENS**

Only certified (blue tag) creeping bent grass seed shall be applied to the greens. Only washed creeping bent grass sod, or sod grown on the same exact sand material used for topdressing of the greens shall be used.

### **TEES**

Only certified (blue tag) perennial ryegrass shall be applied to the tees for over seeding in the Fall.

### **FAIRWAYS AND ROUGH**

Only certified (blue tag) perennial ryegrass shall be planted in the fairways and rough.

## **SAND SELECTION FOR TOPDRESSING**

### **GREENS**

The sand or sand/organic mix used to top dress the greens shall meet USGA recommendations for particle size distribution.

## **PESTICIDES AND FERTILIZATION APPLICATIONS**

### **GENERAL STATEMENT CONCERNING PESTICIDE/FERTILIZER USAGE**

Incumbent with the use of pesticides is the necessary policy of Integrated Pest Management utilizing the minimum amount of chemicals for the most impact. Our goal is healthy turf with the desire to reduce the need for pesticides. Pesticides will be used based on monitoring turf and not necessarily based solely on a prescribed number of applications. Any changes to the prescribed applications as indicated throughout the bid specifications will be under the direction of the appointed Township employee. The Contractor must be committed to safe, environmentally sound pesticide/fertilizer practices, and at no time will pesticides/fertilizers be used in any fashion other than labeled.

The contractor will provide all chemical and organic applications necessary for the good health and management of the turf grass and plant/animal life at the golf course. All personnel involved in the application utilizing agricultural chemicals and fertilizers will be licensed by the State of New Jersey for Commercial Pesticide Application. Organic fertilizer will be used within 50' buffer zones where applicable. At all times during the contract period the Contractor will maintain adequate insurance with regard to Pesticide Usage and Liability. Manufacture Safety Data Sheets (M.S.D. Sheets) will be provided for all chemicals used, and all postings and notifications will be carried out according to New Jersey requirements. On-going storage is not available on site for chemicals and pesticides. A summary of these applications is as follows:

### **GREEN AND TEE AREAS** (shall also include target green, if applicable)

- Two (2) applications of pre-emergent weed control
- Three (3) applications of insecticides
- Six (6) applications of wetting agents be applied throughout the year (Respond 2L, Lesco-flo or equivalent)
- As a preventative application program, fourteen (14) applications of fungicide include Broad Spectrum Fungicide for pithium or extra applications if needed
- Six (6) applications of approved topdressing material
- Fertilization applications as needed, not less than (5) five pounds of total Nitrogen per 1,000 square feet throughout the growing season (natural and synthetic). Green and tee area and their surrounds measure approximately  $\frac{3}{4}$  acres.
- Documentation within weekly work reports reporting rate of applications and chemicals used.

### **FAIRWAY AND ROUGH AREAS**

- One (1) application of pre-emergent weed control, Dimension or equivalent
- Three (3) applications of post-emergent weed control
- One (1) application of insecticide, Merit or equivalent
- Nine (9) applications of Fungicide, rotating Chipco, Baletine, Banner, Daconil, Vinclo Zolin or equals for the fairways; apply in rough areas as needed
- Fertilization applications as needed, not to be less than five (5) pounds of total Nitrogen per 1,000 square feet throughout the growing season (natural and synthetic). Fairways and rough areas encompass approximately 30.5 acres; (fairways, 10.5 acres and roughs 20 acres which also includes grounds surrounding Club House)

### **OUTSIDE PLAY AREA (includes grounds surrounding Club House)**

- Chemicals will be used sparingly on all these areas with the exception of fertilizer. These turf areas will be fertilized no less than three (3) pounds of Nitrogen per 1,000 square feet.
- Pre-emergent and post-emergent weed control will be applied (all acreage)
- Insecticide will be utilized as needed only
- Pre-emergent herbicide will be applied to tee and green surrounds, dimension or equivalent.
- Spring and Fall post-emergent weed control applied to all acreage.

## **ROUTINE MAINTENANCE PROGRAMS**

### **HOLE AND TEE MARKER MOVEMENTS**

Hole locations and tee marker placement shall be changed 2-3 times/wk depending on the amount of play to provide challenge and variety as well as evenly distribute traffic and wear on the tees and greens. Tee benches and ball washers shall be moved accordingly so as to not to interfere with play.

### **DIVOT REPAIR**

Tee divots shall be repaired with an appropriate tee mix and perennial ryegrass seed. Tee divots shall be repaired a minimum of two times per week.

### **TRASH AND DEBRIS REMOVAL**

Trash and debris shall be removed from the golf course on a daily basis to maintain a clean appearance at all times.

### **GOLF COURSE MARKINGS**

Out of Bounds markers and hazard stakes shall be maintained and clearly defined as required according to the Rules of Golf. These items, as provided by Township, shall be kept in good repair and replaced as needed. Any worn areas of turf surfaces unsuitable for play shall be marked Ground Under Repair as well as any area where renovation or repairs are taking place. These areas shall be marked as necessary with white marking paint so that they are visible for daily play.

### **MAINTENANCE OF COURSE MARKERS AND SIGNS**

All tee markers, tee signs, yardage markers, and directional signs as provided by the Township shall be kept in good repair and re-painted or replaced as necessary.

**FROST AND RAIN POLICY** (Suspension of play for frost/rain situations will be determined by Golf Course Superintendent in conjunction with Facility Manager or his designee)

### **FROST**

The greens are the primary concern during periods of heavy frost. All play shall be suspended until frost has melted from the greens. It is advisable to allow the maintenance staff 30 minutes lead-time to prepare the course before play resumes.

### **RAIN**

Play shall be suspended when standing water or possible damage to turf is evident on the greens during periods of heavy rain.

## **MAINTENANCE RECORDS**

Accurate maintenance (weekly/monthly) records shall be kept by the superintendent and furnished to the Township's Recreation Administrator or her designee by the first day of each month (or upon request for weekly records).

### **WEEKLY RECORDS**

A weekly check list shall be developed by contractor to record the frequency of mowing operations, spiking, changing holes and tee markers, as well as notations of all chemical and fertilization records and any special problems.

### **MONTHLY RECORDS**

Monthly records shall include a list and description of any special projects completed on the golf course, a list of repairs, the irrigation system report, and a detailed report of fertilizers and pesticides applications.

## **PERSONNEL**

### **SUPERINTENDENT**

The contractor shall maintain a full-time superintendent on site to direct and supervise the maintenance staff. The superintendent shall have the appropriate academic qualifications, i.e. GCSA Class A member or equal, with a minimum of two years of turf courses at the college level. The Superintendent shall maintain a current Pest Control Applicators License within the State of New Jersey and directly supervise the application of all fertilizers and pest control materials. Maintenance of all records and use reports are the responsibility of the Superintendent.

### **STAFF**

The contractor shall also provide a well-trained and experienced maintenance staff to perform the duties and functions of the maintenance contract. All work shall be performed in accordance with industry standards and applicable safety regulations. All maintenance work shall be performed so as not unduly disturb golfers or patrons.

## **IRRIGATION SYSTEM**

Township personnel will train the contractor in the operation of the irrigation system for the course. The Township will be responsible for the maintenance of the irrigation system and will winterize by late November and de-winterize the system by March 15 annually (weather permitting). The Township and the contractor will agree upon the amount of watering necessary for tees, fairways and greens per hole. Contractor will be responsible to coordinate watering and chemical applications to the best standards and for prevention of turf disease. The contractor shall be responsible to meet and apply any water restrictions to meet the best maintenance practice standards, i.e. hand water greens during drought. Irrigation operations must comply and meet the requirements and reporting standards of the New Jersey Department of Environmental Protection.

## **LANDSCAPE MAINTENANCE AND GENERAL PROVISIONS**

Trash/recycling receptacles shall be emptied and litter and debris shall be removed daily from the parking lot, planter beds, and the course. Trash/recyclables shall be placed in provided dumpster/cans located at maintenance garage.

The contractor shall remove and dispose of leaves, weeds, trash and other debris from the landscape areas and golf course and provide overall maintenance to these areas.

Work area shall be kept clean and in safe condition while work is in progress.

The Township shall be responsible for custodial and other maintenance responsibilities associated with the interior of the Club house.

The contractor shall conform to the Township's safety requirements, codes, and safety rules.

The contractor shall be responsible for supplying and using safety equipment and appropriate signage as necessary to protect personnel, property and the public.

**BID DOCUMENT CHECKLIST\***

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
<input type="checkbox"/>	Stockholder Disclosure Certification	
<input type="checkbox"/>	Non-Collusion Affidavit	
<input type="checkbox"/>	Bid Proposal Form	
<input type="checkbox"/>	References	
<input type="checkbox"/>	Status of Present Contracts	
<input type="checkbox"/>	Equipment Certification	
<input type="checkbox"/>	Bid Guarantee (with Power of Attorney for full amount of Bid Bond)	
<input type="checkbox"/>	Public Works Contractor Certificate	
<input type="checkbox"/>	Consent of Surety (with Power of Attorney for full amount of Bid Price)	
<input type="checkbox"/>	Mandatory Affirmative Action Language	
<input type="checkbox"/>	Prevailing Wage	
<input type="checkbox"/>	Americans with Disabilities Act of 1990 Language	
<input type="checkbox"/>	Proof of Business Registration	

**THE UNDERSIGNED BIDDER HERewith SUBMITS THE ABOVE REQUIRED DOCUMENTS.**

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

THIS CHECKLIST SHOULD BE INITIALED AND SIGNED WHERE INDICATED AND RETURNED WITH ALL DOCUMENTS.  
Bid Form - 2005

VIII

**BID PROPOSAL**

**FOR THE PROVISION OF Maintenance Services for the Colonial Terrace Municipal Golf Course**

\_\_\_\_\_  
(Contract Title and Bid Number, if applicable)

**FOR THE TOWNSHIP OF OCEAN**

We, the undersigned, do hereby certify and declare that we have carefully examined the Bid Specifications for Maintenance Services for the Colonial Terrace Municipal Golf Course for which an advertisement for bids was published to be received Wednesday, October 13, 2010, at 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.

**PART 1.**

Bid Guarantee: Not less than ten percent (10%) of the March 1 – November 30, 2011 amount indicated required to accompany bid proposal; (not to exceed \$20,000).

**ITEM:**

Bid price for maintenance of the Colonial Terrace Municipal Golf Course from:

- A. 1 March 2011 through 30 November 2011 \$ \_\_\_\_\_  
2011 Option: Maintenance of facility/2-week intervals (post season) \$ \_\_\_\_\_
- B. 1 March 2012 through 30 November 2012 \$ \_\_\_\_\_  
2012 Option: Maintenance of facility/2-week intervals (post season) \$ \_\_\_\_\_
- C. 1 March 2013 through 30 November 2013 \$ \_\_\_\_\_  
2013 Option: Maintenance of facility/2-week intervals (post season) \$ \_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Federal I.D. # or Social Security #

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Type or Print Name

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

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail address

**Bid Form 2005**

**BID GUARANTEE**

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.

\_\_\_\_\_  
Witness

COMPANY \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

(SEAL)

ATTACHED BID BOND

X

**CONSENT OF SURETY**

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form:

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

\_\_\_\_\_, 201\_\_\_\_.

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form:

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

This is to certify that the \_\_\_\_\_ will provide  
(Surety Company)

to \_\_\_\_\_ a performance bond in the full amount of  
(Owner)

awarded contract in the contractor event that said is awarded a contract for the above project.

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

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

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

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

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
SURETY

SEAL

**CONSENT 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.**

**STOCKHOLDER DISCLOSURE CERTIFICATION**  
**This Statement Shall Be Included with Bid Submission**

**Name of Business** \_\_\_\_\_

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.

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.

**OR**

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

**Check the box that represents the type of business organization:**

- Partnership                       Corporation                       Sole Proprietorship
- Limited Partnership               Limited Liability Corporation       Limited Liability Partnership
- Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

**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)

**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 (\$\_\_\_\_\_) or bid bond in the like amount 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.

\_\_\_\_\_  
Witness

COMPANY \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

(SEAL)

**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) List below, or on an attached sheet, at least two (2) projects the Bidder has completed which are similar to this Project. Provide the name of the Owner, and description of the project.

---

---

---

---

---

9) Provide the names, address and phone number for references for the two (2) projects listed above:

---

---

---

---

---

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

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

Witness \_\_\_\_\_

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

(SEAL)

STATE OF NEW JERSEY

COUNTY OF \_\_\_\_\_

ss:

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:

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

\_\_\_\_\_  
Witness

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

Subscribed and Sworn to before me

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

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

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

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

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

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

**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. 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.us/treasury/contract\\_compliance](http://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.**

**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 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\*\*\***

## 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 an/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(ies) 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.

**"THE PUBLIC WORKS CONTRACTOR'S REGISTRATION ACT"**

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:

\_\_\_\_\_  
Witness

\_\_\_\_\_

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

\_\_\_\_\_  
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.

(NOTE: required for both Contractor & Sub-contractor)

**SAMPLE**

**\*Bidder to attach a copy of Business Registration Certificate\***

**“Contractor & Sub-Contractors”**

**LIST OF SUBCONTRACTORS**

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: \_\_\_\_\_

**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**

XXII

**EQUIPMENT CERTIFICATION**

The undersigned Bidder hereby certifies as follows:

The bidder owns and/or controls all the necessary equipment required to accomplish the work described in the specifications.

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

By: \_\_\_\_\_  
(Signature)

Name of above: \_\_\_\_\_  
(Print)

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

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