Date Issued: December 23, 2016
Return Date & Time: January 27, 2016 by 4:00pm
Return To: Borough Clerk, 9508 Second Avenue, Stone Harbor, NJ 08247

BOROUGH OF STONE HARBOR
REQUEST FOR QUALIFICATIONS
TENNIS PRO/INSTRUCTOR

PUBLIC NOTICE
BOROUGH OF STONE HARBOR
SOLICITATION OF RESPONSES TO REQUEST FOR QUALIFICATIONS

NOTICE IS HEREBY GIVEN that the Borough of Stone Harbor is accepting responses to request for qualifications for the Borough of Stone Harbor during the year 2017 for:

TENNIS PRO/INSTRUCTOR

All responses (one original and four copies) in sealed envelopes and clearly marked with "Tennis Pro/Instructor" and the name of the person/firm submitting same shall be submitted to Suzanne Stanford, Borough Clerk, 9508 Second Avenue, Stone Harbor, New Jersey 08247, no later than 4:00 p.m., January 27, 2017.

Responses are being solicited in accordance with the fair and open process as set forth by P.L. 2004, Chapter 19 (as amended by P.L. 2005, c.51) N.J.S.A. 19:44A-20.4 et seq.

A copy of the request for qualifications document may be obtained at the office of the Borough Clerk, 9508 Second Avenue, Stone Harbor, New Jersey 08247 Monday through Friday 8:30am to 4:00pm or on the Borough of Stone Harbor Municipal Website: stoneharbonj.org

SUZANNE C. STANFORD

Municipal Clerk

BOROUGH OF STONE HARBOR
REQUEST FOR QUALIFICATIONS
TENNIS PRO/INSTRUCTOR

REQUEST FOR QUALIFICATIONS FOR THE POSITION OF TENNIS PRO/INSTRUCTOR FOR THE BOROUGH OF STONE HARBOR FOR THE TIME PERIOD MAY 1, 2017 THROUGH OCTOBER 1, 2017

BACKGROUND

The Borough of Stone Harbor is soliciting qualifications from interested and qualified individuals/business entities to provide Tennis Pro/Instructor services to the Borough of Stone Harbor through the Recreation Department. The Borough of Stone Harbor may select one or more qualified tennis professionals for the provision of these services based upon a fair and open process, pursuant to N.J.S.A. 19:44A-20.4, et. seq. In order to have a qualification considered by the Borough of Stone Harbor, an interested party must provide evidence that he/she/it satisfies the minimum requirements set forth is this Request for Qualifications (RFQ).

CONDITIONS APPLICABLE TO RFQ

Upon submission of a qualifications packet, the submitor acknowledges and consents to the following conditions relative to the submission and review and consideration of its submission:

- This document is an RFQ and does not constitute a Request for Proposals ("RFP").
- This RFQ does not commit the Borough to issue an RFP.
- All costs incurred by the submitor in connection with responding to this RFQ shall be borne solely by the submitor.
- The Borough reserves the right (in its sole judgment) to reject for any reason any and all responses and components thereof and to eliminate any and all submitors responding to this RFQ from further consideration.
- The Borough reserves the right (in its sole judgment) to reject any submitor that submits incomplete or conditional responses to this RFQ, or a submission that is not responsive or contains errors to the requirements of this RFQ.
- The Borough reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFQ, or otherwise request additional information.
- All submissions shall become the property of the Borough and will not be returned.
- All submissions will be made available to the public at the appropriate time, as determined by the Borough (in the exercise of its sole discretion) in accordance with law.
- The Borough may request submitors to send representatives to the Borough for interviews.
- The Borough may waive any technical non-conformance with the terms of this RFQ.
- The Borough shall be under no obligation to complete all or any portion of the procurement process described in this RFQ.
- Any and all Submissions not received by the Borough by 4:00 p.m. prevailing time on January 27, 2017 will be rejected.

SECTION I Appointment of Tennis Pro/Instructor

The Borough of Stone Harbor may select, at its sole discretion, individuals or firms for this position, so long as those individuals or firms meet or exceed the minimum requirements set forth in Section II hereof, however, the Borough is under no obligation to select any firm even if qualified and will make any selection based on an overall evaluation of qualifications in the best interest of the Borough. Once an appointment is made, no substitution of personnel may be made without the express written consent of the Borough of Stone Harbor, which consent may be withheld in their sole discretion. The Borough of Stone Harbor reserve the right to appoint other Tennis Pro/Instructors to perform Tennis Pro/Instructor as the need may arise.

SECTION II Scope of Services

The Tennis Pro/Instructor will meet the following qualifications and perform some or all of the following minimum duties as well as those prescribed by applicable law, subject to the review and approval of the Borough of Stone Harbor and in the sole discretion of the Borough:

- Minimum of five years experience instructing tennis
- Hiring of assistants and support staff for front office
- Provision of equipment needed for all clinics, camps, lessons and tournaments
- Coordinate schedule of any/all semi/private lessons in conjunction with Recreation Department; Court time subject to availability
- Head/Assistant Pro on-site coordinator required during all programming; Staff schedule to be submitted to Recreation Director prior to summer program start date.
- Offer daily and/or weekly programs for both juniors and adults for all levels
- Host and organize three USTA sanctioned tournaments in the calendar year

1. Interested parties wishing to provide a qualification in response to the Borough of Stone Harbor's solicitation shall provide the following minimum information in its qualification, which qualification must be submitted at the location and within the time constraint set forth on page 1 of this document.
2. Full name and business address of entity or person submitting the qualification and the name of the key contact person;
3. A description of the business organization (i.e., corporation, partnership, joint venture, etc.) of each firm, its ownership and organizational structure;
4. Number of years the organization has been in business under the present name, and the number of years the business organization has been under the current management;
5. List of all individuals who, if selected, will provide services to the Borough of Stone Harbor, along with a summary of relevant experience of each such person;
6. Number of years each individual has provided services to municipal entities in the State of New Jersey;
7. A description of the services that will be provided to the Borough of Stone Harbor, in addition to those set forth in Section II above;
8. A copy or description of the liability insurance policy maintained by the person/firm for the proposed calendar year;
9. A statement and listing of fees to be charged and what portion of fees, with minimum of 23 percent, would be paid to the Borough of Stone Harbor in consideration of the award of a contract under this RFQ;
10. A statement that the applicant complies with N.J.S.A 10:5-1, et. seq., (Law Against Discrimination) and P.L.1975, c. 127 (Affirmative Action Law of the State of New Jersey);
11. The name and addresses of at least three (3) references consisting of clients for which the applicant has provided services in the past five (5) years, which should include at least one (1) municipal entity client;

12. A list and description of all service-related liability claims, if any, brought against the applicant during the past five (5) years;
13. Confirmation of appropriate Federal, State, and Local licenses, if any, required to perform these activities; and
14. **The applicant will provide the Borough of Stone Harbor with an original and four (4) copies of its qualification packet.**

SECTION III Basis of Award of Qualification

The Borough of Stone Harbor will qualify Tennis Pro/Instructor based upon qualifications, merit, cost competitiveness, references and experience relevant to the Borough of Stone Harbor. The final determination will be based **not only** upon the most advantageous price but also on other factors important to the Borough of Stone Harbor. The specific basis of award will include, but not necessarily be limited to, where applicable:

1. Documented evidence that the individual/firm fulfills all of the Minimum Qualifications as listed in Section II, paragraph A., and all of the information required under paragraph B., including, but not limited to, insurance policy, Affirmative Action Compliance and fees, are provided for review and consideration. Number your responses using the sequential order listed in paragraphs A and B of Section II.
2. Technical Criteria:
    1. Does the qualification demonstrate a clear understanding of the scope of work and related objectives?
    2. Does the qualification document knowledge of the issues and operations of the Borough of Stone Harbor, and how the proposed services will address these issues?
    3. Is the qualification complete and responsive to the specific requirements?
    4. Has successful past performance of the individual/firm and its principals been documented?
3. Management Criteria:
    1. How well does the qualification packet meet the Borough's needs?
    2. Does the individual/firm document a record of reliability of timely delivery of services?
    3. Does the individual/firm document municipal/State experience?
    4. Does the individual/firm document its availability to provide appropriate services?
    5. To what extent does the individual/firm rely on in-house resources vs. contracted services?
    6. Is the availability of in-house and contract resources documented?
    7. Documentation of experience in performing similar work by principles/employees?
    8. Does the individual/firm make use of business capabilities or initiatives that involve women, the disadvantaged, small and/or minority owned business establishments?
    9. Does the vendor demonstrate cultural sensitivity in hiring and training staff?

D. Cost Criteria:

1. Relative Cost – How does the program/lesson cost compare to other similarly scored qualifications?
2. Full Explanation – Is the price and its component charges, fees, etc., adequately explained and documented?
3. Does the qualification include quality control and assurance programs?
4. Does the individual/firm have the sufficient financial resources to meet its obligations?

All Tennis Pro/Instructor needs are and shall be subject to the availability of funds for the services in the Temporary and/or Final Budgets.

REQUEST FOR QUALIFICATIONS CHECKLIST
THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR QUALIFICATION. PLEASE INITIAL BELOW, INDICATING THAT YOUR QUALIFICATION INCLUDES THE ITEMIZED DOCUMENTS. A QUALIFICATION SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS MAY BE REJECTED.

ITEM	INITALS
Executed Disclosure Statement (form provided)	
Executed Non-Collusion Affidavit (form provided)	
Executed Affirmative Action Compliance Notice (form provided)	
Executed Owner's Disclosure Statement (form provided)	
Executed Hold Harmless Agreement (form provided)	
Executed Americans with Disabilities Act of 1990 Language (form provided)	
Executed Vendor's Information (form provided)	
Executed Proposer's Affidavit (form provided)	
New Jersey Business Registration Certificate	
Original and four (4) copies of completed package.	

THE UNDERSIGNED HEREBY ACKNOWLEDGES THE ABOVE LISTED REQUIREMENTS.
Person, Firm or Corporation submitting Qualification: _____
Authorized Agent Name and Title: _____
Authorized Signature and Date: _____

DISCLOSURE STATEMENT

The attention of prospective proposer is drawn to the provisions of the Local Government Ethics Law (N.J.S.A. 40A:9-22-1, et seq.) which prohibits a Borough of Stone Harbor or employee or member of his/her immediate family from having an interest in a business organization or engaging in any business transaction, or professional activity which is in substantial conflict with the proper discharge of his/her duties in the public interest. In furtherance thereof, every proposer must disclose below, being a Borough of Stone Harbor Officer or employee or whether an immediate family member is a Borough of Stone Harbor Officer or employee. If the proposer is a business organization, then disclosure shall be made with respect to anyone having an interest in the business and their immediate family members.
Please answer the following:
Is the proposer or a member of the proposer's immediate family, or anyone having an interest in the proposer's business organization including their immediate family members, an officer or employee of the Borough of Stone Harbor?
NO _____ YES _____

_____
* President, Vice President or Signature of Authorized Representative
Print Name _____
Title _____
If yes, provide the name of the individual and identify the position held, below, and notify in writing, prior to the qualification opening date, to the Borough Administrator, Borough of Stone Harbor, 9508 Second Avenue, Stone Harbor, New Jersey 08247. (Kindly attach a copy of the correspondence to this form).

_____
_____
NOTE: All terms used herein are to be construed in accordance with their meaning under the Local Government Ethics Law, cited above.

*** FAILURE TO SIGN THIS AFFIDAVIT BY A DULY AUTHORIZED COMPANY OFFICIAL WILL RESULT IN REJECTION OF THIS QUALIFICATION.**

NON-COLLUSION AFFIDAVIT

I, _____, of the City of _____, in the County of

_____, and the State of _____, of full age, being duly sworn according to law on my oath depose and say that:

I am _____, of the firm of _____ the (Title)
(Company Name)

proposer making this Qualification for the above named project, and that I executed the said Qualification with full authority to do so; that said proposer has not, directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive action in connection with the above named project and that all statements contained in said Qualification and in this affidavit are true and correct, and made with full knowledge that the State of New Jersey, County of Passaic, and the Borough of Stone Harbor relies upon the truth of the statements contained in said Qualification and in the statements contained in this affidavit in awarding the contract for the said project.

I fully warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an 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

_____.
(Company Name)

S/_____
President, Vice President or Signature of Authorized Representative

_____ _____ _____
Print Name Title Date

FAILURE TO SIGN THIS AFFIDAVIT BY A DULY AUTHORIZED COMPANY OFFICIAL WILL RESULT IN REJECTION OF THIS QUALIFICATION.

AFFIRMATIVE ACTION REQUIREMENTS

BIDDERS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF N.J.S.A. 10:5- 31 et seq. and N.J.A.C. 17:27 REQUIRED AFFIRMATIVE ACTION EVIDENCE - PROCUREMENT & SERVICE CONTRACT (which are not subject to a Federally approved or sanctioned affirmative action program). All successful vendors must submit within ten calendar (10) days of the notice of intent to award (Memorandum of Agreement) or the signing of the contract, whichever is sooner, one of the following:

1. A PHOTO COPY OF THEIR FEDERAL LETTER OF AFFIRMATIVE ACTION PLAN APPROVAL.
   OR
2. A PHOTO COPY OF THEIR CERTIFICATE OF EMPLOYEE INFORMATION REPORT.
   OR
3. A COMPLETED AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (AA302).

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et. seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her qualification shall be rejected as non- responsive if said vendor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et. seq.

COMPANY NAME: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

AFFIRMATIVE ACTION AFFIDAVIT

(To be completed by firms with less than 50 employees)

STATE OF NEW JERSEY
COUNTY OF _____

I, _____ of the (City, Town, Borough) of _____ in the County of _____, State of New Jersey, of full age, being duly sworn according to law on my oath depose and say that:

1. I am _____of the firm _____a contractor making a proposal upon the above named service.
2. _____does not have 50 or more employees inclusive of all officers and employees of every type.
3. I am familiar with the Affirmative Action requirements of P.L. 1975, c. 127 and rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
4. _____ has complied with all the affirmative action requirements of the State of New Jersey, including those required by P. L. 1975, c. 127 and the rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
5. I am aware that if _____ does not comply with P.L. 1975, c. 127 and the rules and regulations issued pursuant thereto, that no monies will be paid by the State of New Jersey, County of _____, until an affirmative action plan is approved. I am also aware that the contract may be terminated and _____ may be barred from all public contracts, for a period of up to five (5) years.
6. In the event my workforce increases to 50 employees, I must contact the State Affirmative Action Office and complete an Employee Information report.

_____ Signature of Authorized Representative
_____ Name and Title

Subscribed and sworn to
Before me this_____ day of _____, 20_____
_____ (Seal) Notary Public of New Jersey

My Commission expires_____, 20_____

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**.

ACKNOWLEDGED BY:

S/_____
President, Vice President or Signature of Authorized Representative

_____ _____ _____
Print Name Title Date

STATEMENT OF INDIVIDUAL(S) OWNING 10% OR MORE OF STOCK OR INTEREST IN THE BIDDER'S BUSINESS ENTITY

In accordance with N.J.S.A. 52:25-24.2 et seq., no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the bid or accompanying the bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, there is submitted to the Borough, a statement setting forth the names and addresses of all stockholders who own ten percent (10%) or more of the stock, of any class or all individual partners who own a ten percent (10%) or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding ten percent (10%) or more of that corporation's stock, or the individual partners owning ten percent (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 noncorporate stockholder and individual partner, exceeding the ten percent (10%) ownership criteria established in this act has been listed.

_____ _____
Legal Name of Bidder Date

_____ / _____ / _____ / _____
Street Address City State Zip Code

_____ / _____ / _____
Telephone # Fax # Email Address

CHECK TYPE OF BUSINESS ENTITY:

Limited Partnership ____ Limited Liability Partnership ____ Sole Proprietorship ____
Corporation _____ Limited Liability Company_____ Subchapter S Corporation _____
Partnership _____

Listed below are the names and address of all stockholders or individuals who own ten (10) percent or more of its stock of any class(es), or who own ten (10) percent or greater interest therein.

_____ Name
Address

_____ Name
Address

_____ Name
Address

If more space is required, continue listing on a separate page and include with bid submittal.

****

If no stockholder or partner owns ten percent (10%) or more of the business submitting the bid, please sign and date this form. I certify that no stockholder or partner owns ten percent (10%) or more of the business submitting this bid:

S/_____
President, Vice President or Signature of Authorized Representative

_____ _____ _____
Print Name Title Date

****

FAILURE TO COMPLETE THIS FORM OR SIGN THE ABOVE STATEMENT BY A DULY AUTHORIZED COMPANY OFFICIAL WILL RESULT IN REJECTION OF THIS QUALIFICATION.

HOLD HARMLESS AGREEMENT

BETWEEN: The Borough of Stone, 9508 Second Avenue, Stone Harbor, New Jersey 08247 AND

_____
Contractor's Name

_____
Address – not a post office box

_____
Telephone Number; Fax Number; & e-mail address

It is understood and agreed the Contractor is:

1. An independent Contractor and not an employee of the Borough of Stone Harbor.
2. The Contractor agrees to indemnify and hold harmless the Borough of Stone Harbor, its elected officials, and all of its officers, agents and employees from any and all liability for damages for injury to person and property, including death, and against and from all suits and actions and all costs, damages and charges of whatsoever kind and nature, including attorneys' fees to which the Borough of Stone Harbor may be put for, or on account of, any injury or alleged injury to person, including death, or property, resulting from the performance of the Contractor's operations under this contract, or by or in consequence of any neglect or omission of the part of the Contractor in the performance of operations under this contract, whether such operations, or the absence thereof, be by the Contractor or anyone directly or indirectly employed by the Contractor.
3. The Contractor shall hold the Borough of Stone Harbor harmless for damages to the Contractor's equipment utilized during the term of this contract.

S/_____
President, Vice President or Signature of Authorized Representative

_____ _____ _____
Print Name Title Date

AMERICANS WITH DISABILITIES ACT

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the Borough of Stone Harbor (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12.101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at it own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The Owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Owner or any of its agents, servants, and employees, the Owner shall expeditiously

forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Owner or its representatives.
It is expressly agreed and understood that any approval by the Owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.
It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

S/_____
President, Vice President or Signature of Authorized Representative

_____ _____ _____
Print Name Title Date

VENDOR INFORMATION

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, expedite future payments, and in accord with I.R.S. regulations, the following information must be provided with this contract.

Name of Business: _____ (Print)
Name of Contact Person: _____ (Print)
Correspondence Address (including zip code): _____
Purchase Order Address (including zip code): _____
Payment Address (including zip code): _____
Telephone Number (including area code):_____
Fax Number (including area code): _____
E-Mail Address: _____Employer I.D. # or S.S. #: _____

FAILURE TO PROVIDE ALL OF THE ABOVE INFORMATION MAY RESULT IN REJECTION OF THIS BID.

BIDDER'S AFFIDAVIT
THIS AFFIDAVIT IS PART OF THE QUALIFICATION

State of _____ County of _____
I, _____ , (Print Name)
certify that I am the _____ (Title)
of the business entity submitting this bid/qualification; that I have completed and signed all of the required documents; that I am duly authorized to sign the bid/qualification on behalf of the business entity; and that all of the declarations and statements contained in the bid/qualification document are true and accurate to the best of my knowledge and belief.
_____ (Signature of Bidder)

NOTARY:
Subscribed and sworn to before me

at _____ this _____ day of _____ 200__

_____ (Notary Public) (Seal)

DOCUMENT OWNERSHIP NOTICE

This document was prepared by the Borough of Stone Harbor (owner) and is provided solely to any vendor who has presented a written request for a copy of said document in order to participate in the qualification process. This document is not to be reproduced for distribution to other vendors regardless whether the vendor intends to charge, or not to charge, for said copy. Copies of this document are made available from the owner and there is no other agent authorized to distribute same. The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.
Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose any part or total of the interim or final work products, or make available to third parties, without the prior written consent of the owner.

ACKNOWLEDGED BY:

S/_____
President, Vice President or Signature of Authorized Representative

_____	_____	_____
Print Name	Title	Date