

**MONMOUTH COUNTY PARK SYSTEM
805 NEWMAN SPRINGS ROAD
LINCROFT, NJ 07738
(732) 842-4000**

**FURNISHING AND DELIVERY OF AMUSEMENT
RIDES AND GAMES**

BID NO: #0006-14

ADVERTISED: THURSDAY, NOVEMBER 14, 2013

BIDS DUE: THURSDAY, DECEMBER 5, 2013 at 10:00 AM

TO APPEAR IN PAPER: THURSDAY, NOVEMBER 14, 2013

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Monmouth County Board of Recreation Commissioners at the Monmouth County Park System HEADQUARTERS BUILDING, Thompson Park, 805 Newman Springs Road, Lincroft, New Jersey 07738, until **10:00 a.m.**, prevailing time on **THURSDAY, DECEMBER 5, 2013** and then publicly read aloud for the following:

1. FURNISHING AND DELIVERY OF AMUSEMENT RIDES AND GAMES (BID #0006-14)

Bid Documents, including Instructions to Bidders, complete Plans and Specifications, and Proposal Forms may be obtained by qualified bidders on our website at www.monmouthcountyparks.com; **“Doing Business with Us;” “Request for Bids”** or at Monmouth County Park System, Headquarters, Thompson Park, 805 Newman Springs Road, Lincroft, New Jersey 07738 between the hours 8:00 a.m. and 4:30 p.m., Monday through Friday. If requested by potential bidders, the Monmouth County Park System will mail a bid packet to such bidders. The Monmouth County Park System only assumes the responsibility for email and /or fax notifications and for placing bid packet in the mail, and not for the proper and timely delivery of such notices or packets.

Bids must be submitted on the proposal form provided or an exact duplicate in the manner designated and required by the specifications. Bid submitted must be enclosed in sealed envelopes bearing the name and address of the bidder, the title of the bid, and the words “Sealed Bid.” Bids are to be addressed to the Purchasing Agent, Monmouth County Board of Recreation Commissioners, 805 Newman Springs Road, Lincroft, New Jersey 07738. Bids must be delivered at the place and before the hour mentioned above.

All bidders are required to comply with requirements of P.L. 1975, c.127, N.J.S.A. 10:5-31, et seq. (N.J.A.C. 17:27) (Affirmative Action), 42 U.S.C. 512101, et seq. (Americans with Disabilities Act), and N.J.S.A 40A:11-16 “Designated Subcontractors,” N.J.S.A. 52:32-44 (Business Registration) and N.J.S.A. 34:11-56.25, et seq. (Prevailing Wage), and all other laws and regulations that apply to bidding and the performance of the proposed contract.

The Monmouth County Board of Recreation Commissioners reserves the right to waive any informality in, or to reject any or all bids, and to award contracts in whole or in part, if deemed in the best interest of the Board to do so.

The Monmouth County Board of Recreation Commissioners shall reserve the right to hold bids for sixty (60) days prior to award of contracts.

All inquiries are to be directed to the Purchasing Department at (732) 842-4000.

By order of the Board of Recreation Commissioners of the County of Monmouth.

Edward J. Loud, Chairman
James J. Truncer, Secretary-Director
Stephanie Weise, Purchasing Agent

GENERAL CONDITIONS

1. All bidders must submit their proposals on the enclosed forms and must furnish all required information. FAILURE TO PROPERLY EXECUTE THESE FORMS MAY BE CAUSE FOR REJECTION OF THE BID.
2. The bid must be enclosed in two (2) sealed envelopes, one inside the other. The word "BID" must be written on both envelopes. The outside envelope must bear the title of the bid, the date of the bid opening, and the name and address of the bidder.
3. Included with this specification is a true copy of the contract that will be the formal contract to be executed by the successful bidder.
4. The quality of items to be furnished is as set forth in detail in the proposal
5. Any brand names mentioned in the specification shall be deemed to include the words "or approved equal", and bids submitted on other brands must include detailed information and specifications that may be used for the purpose of making comparisons.
6. All bidders must indicate any variation to the specifications, terms, and conditions, no matter how slight. If no variances are indicated, it will be defined to mean that the specification will be fully complied with.
7. Items of foreign origin must be so indicated. Your signature to the bid proposal will be taken as your certification that all manufactured articles and materials not so indicated, have been made or produced in the United States (40 A:11-18)
8. The bidder, if awarded a contract, agrees to protect, defend and save harmless the contracting unit against any damage for payment for the use of any patented material process, article or devise that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the contracting unit from suits or actions of every nature and description brought against it, for, or on account of any injuries or damages received or sustained by an party or parties by, or from any of the acts of the contractor, his servants or agents.
9. The Monmouth County Board of Recreation Commissioners reserves the right to reject any or all bids and to waive any minor defect or informality in any bid, should it be in the best interest of the Board to do so.
10. The Board of Recreation Commissioners has up to sixty (60) days to make the award. If addition time is required beyond sixty (60) days, the contracting unit may request permission to do so from any one of the three apparent lowest responsible bidders for an additional period of time to be agreed to by the contracting unit and bidders.
11. In the event that the bidder to whom the contract is awarded should fail to enter into a contract, the Board of Recreation Commissioners may, at its option, accept the proposal of the next lowest bidder.
12. Should the contractor fail to fulfill the terms of the contract within the specified time, the Board of Recreation Commissioners reserves the right to rescind the contract and secure the items or services elsewhere. The contractor is responsible for any additional cost incurred as a result of this action.
13. All items are to be delivered F.O.B. destination specified. The maximum of days allowable for delivery is indicated in the specification and must be adhered to.
14. The County of Monmouth and the Board of Recreation Commissioners are exempt from all Federal, State, and Municipal sales and excise taxes. The New Jersey Sales Tax Exemption Number is 69-0220842.

15. Following delivery, an invoice and a signed Monmouth County payment voucher must be submitted to the Board of Recreation Commissioners. Payment will be made upon approval of the voucher by the Monmouth County Board of Recreation Commissioners and the Monmouth County Board of Chosen Freeholders

16. MANDATORY BUSINESS REGISTRATION CERTIFICATE

**NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS
NON-CONSTRUCTION**

All New Jersey and out of state business organizations must obtain a Business Registration Certificate (BRC) from the Department of Treasury, Division of Revenue, prior to conducting business in the State of New Jersey. Proof of valid business registration with the Division of Revenue, Department of Treasury, State of New Jersey, must be submitted. No contract will be awarded without proof of business registration with the Division of Revenue. The contract will contain provisions in compliance with N.J.S.A. 52:32-44, as amended, outlined below.

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor.

Before final payment of the contract is made by the contracting agency, the contractor shall submit an accurate list and proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and each subcontractor and each of its affiliates (N.J.S.A 52:32-44 (g) (3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the "Sales and Use Tax Act" (N.J.S.A. 54:32 B-1, et seq.) on all sales of tangible personal property delivered into this state.

A business organization that fails to provide a copy of a registration as required pursuant to section 1 of P.L. 2001, c.134 (N.J.S.A. 52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (N.J.S.A. 5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration copy not properly provided under a contract with a contracting agency.

Sample Business Registration Certificates are attached. Certain other forms, such as a Certificate of Authority to collect Sales and Use Taxes or a Certificate of Employee Information Report Approval, are not proof of business registration.

Any questions in this regard can be directed to the Division of Revenue at (609) 292-9292. Form NJ-REG can be filed online at: <http://www.state.nj.us/treasury/revenue/gettingregistered.shtml>

17. Any proposal not meeting the requirements set forth herein may be rejected.

ALL BIDS SUBMITTED SHALL INCLUDE THE ATTACHED "BIDDER'S CHECKLIST" ALONG WITH A SIGNED PROPOSAL AND ALL REQUIRED DOCUMENTS LISTED ON THE CHECKLIST

GENERAL SPECIFICATIONS

INTENT:

It is the intent of this specification to describe and govern the **FURNISHING AND DELIVERY OF AMUSEMENT RIDES AND GAMES (BID #0006-14)** hereafter, referred to as the items.

SCOPE:

The bidder is to furnish and deliver any or all items as called for in the specifications as instructed by the Agency.

GENERAL:

The items shall be new and of the latest design. The items shall be furnished complete in every detail and ready for use when delivered to the Agency. Any item differing in minor details from these specifications may be considered, provided such differences are clearly noted and described in detail by the bidder and attached to the proposal and considered by the purchaser to be, in all essential respects in compliance with these specifications. If requested the bidder shall bring to the Agency, the items or a portion thereof, for a final inspection before the bid is awarded. The agency reserves the right to inspect manufacturing and warehouse facilities.

EQUAL/TIE BIDS:

In the event of equal or tie bids, the agency reserves the right to award, at its discretion, to any one of the equal or tie bidders.

PRICE DISCREPANCY:

If there is a discrepancy between the extended price and the unit price, the unit price shall prevail and the agency retains the right to recompute the extended price.

The agency also retains the right to check tie addition of all extended prices regardless of whether or not there is a discrepancy between the extended prices and the unit price. If the total sum of the extended price is incorrect, as a result of the bidders faulty arithmetic calculations, the agency will substitute the correct price and inform the vendor of the change.

GUARANTEE:

The bidder shall guarantee that the items and all its parts shall comply with this specification.

PRODUCT:

Only manufactured and farm products of the United States wherever available, shall be used in the performance of the specifications.

QUANTITY:

Quantities stated in the specifications are approximate quantities only, and the agency reserves the right to increase or decrease the quantities without increase or decrease in price.

PROPOSAL FORM:

Prices are to be quoted for each item to be bid upon by bidder. The Board of Recreation Commissioners reserves the right to accept or reject any or all items listed on the proposal and to award the contract in whole or in part as deemed in the best interest of the Board of Recreation Commissioners.

SAMPLE ONLY - PAGE #1

CONTRACT

This AGREEMENT, made and entered into this day of A. D. Two Thousand and - and between the MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS, a body corporate and politic of the State of New Jersey, party of the first: part; AND

party of the second part.

WITNESSETH: That in consideration of the payments hereinafter specified and agreed to be made by the party of the first part, the party of the second part hereby covenants and agrees to furnish and deliver to the Monmouth County Board of Recreation Commissioners, in strict and entire conformity with the specifications hereto annexed, which are made a part of the Agreement as fully with the same effect as if the same had been set forth at length in the body of this Agreement.

The party of the second part agrees to make payment of all proper charges and labor and materials required in the aforementioned work, and indemnify and save harmless the party of the first part, its officers, agents and servants and each and every name and description, including royalty fees and claims for the use of patented materials or payments and from all damages to which the said party of the first part or any of its officers, agents and servants may be put by reason or injury to the person or property of others resulting from carelessness in the performance of said work, or through any improper or defective machinery, implements or appliances used by the said party of the second part in the aforesaid work, or through any act or omission on the part of the said party of the second part, or his agent or agents.

It is also agreed and understood that the acceptance of the final payment by the contractor shall be understood as a release in full of all claims against, out of, or by reason of the work done and materials furnished under this contract.

If proposals received for this contract include unit prices, the party of the first part reserves the right to increase or decrease any or all quantities in each item at the unit price bid.

IN CONSIDERATION OF the premises, the party of the first part agrees to pay the party of the second part for the said furnishing and delivery of

SAMPLE ONLY - PAGE #2

the same payable at the time and in the manner set forth in the specifications and proposal in connection with the same, which are a part of this contract, the same as though specifically set forth herein and attached hereto and made a part hereof is a true copy of the advertisement for bids.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be signed by the Chairman and attested by its Secretary, with it's corporate seal hereto affixed, on *this* day and year first above written. The party of the second part Is required to tactfully execute and carry out all requirements of the Affirmative Actions of P.L. 1975 c. 127.

MONMOUTH COUNTY BOARD OF
RECREATION COMMISSIONERS

BY: _____
Edward J. Loud, Chairman

BY: _____

ATTEST:

ATTEST:

James J. Truncer
Secretary-Director

DATE: _____

DATE: _____

**SPECIFICATIONS FOR THE FURNISHING AND DELIVERY OF
AMUSEMENT RIDES AND GAMES TO THE MONMOUTH COUNTY
BOARD OF RECREATION COMMISSIONERS, LINCROFT, NEW
JERSEY.**

SCOPE:

The purpose of this contract shall be to make available to the Monmouth County Park System an authorized source for the furnishing and delivery of AMUSEMENT RIDES AND GAMES, as specified herein.

PROPOSAL:

The attached proposal must be submitted in order for bidders to be considered. The Purchasing Committee reserves the right to accept or reject any or all bids, and to award the contract in the best the interest of the Park System.

INSURANCE:

The Contractor shall maintain the following insurance coverage, and provide the Park System a Certificate (ACORD®) of same, naming the Monmouth County Park System as the Certificate holder.

A. Worker's Compensation and Employer's Liability—covering all of the contractor's employees engaged in the performance of the contract in accordance with the requirements of the laws of the State of New Jersey, including voluntary compensation/all States endorsement.

B. General Liability: Bodily injury and property damage, including coverage for: premises / operations; products / completed operations; broad form property damage; independent contractors; blanket contractual and, if applicable, explosion, collapse and underground (XCU). Limits of not less than \$1,000,000 for both bodily injury and property damage are required. A combined single limit of \$1,000,000 is acceptable. The Contractor shall maintain completed operations insurance for at least two years after final payment.

C. Comprehensive Automobile Liability: Bodily injury and property damage with limits of not less than \$1,000,000 per person or occurrence. A combined single limit of \$1,000,000 is acceptable. Coverage must include hired and non-owned vehicles. A MCS-90 certificate shall be filed with the State if hazardous materials or waste will be transported during the performance of the work.

D. County Additional Insured: The County of Monmouth, Monmouth County Board of Recreation Commissioners, and their respective officers, servants and agents must be named as additional insured on all policies except the Worker's Compensation policy.

HOLD HARMLESS:

The contractor agrees to hold harmless the County of Monmouth and the Monmouth County Board of Recreation Commissioners and its employees for any liability due to injury which is a result of mechanical rides and games.

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS NON-CONSTRUCTION:

All New Jersey and out-of-state business organizations must obtain a Business Registration Certificate (BRC) from the Department of Treasury, Division of Revenue, prior to conducting business in the State of New Jersey. Proof of valid business registration with the Division of Revenue, Department of Treasury, State of New Jersey, must be submitted. No contract will be awarded without proof of business registration with the Division of Revenue. The contract will contain provisions in compliance with N.J.S.A. 52:32-44, as amended, outlined below.

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor.

Before final payment of the contract is made by the contracting agency, the contractor shall submit an accurate list and proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and each subcontractor and each of its affiliates (N.J.S.A 52:32-44 (g) (3) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the "Sales and Use Tax Act" (N.J.S.A. 54:32 B-1, et seq.) on all sales of tangible personal property delivered into this state.


A business organization that fails to provide a copy of a registration as required pursuant to section 1 of P.L. 2001, c.134 (N.J.S.A. 52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (N.J.S.A. 5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration copy not properly provided under a contract with a contracting agency.

Sample Business Registration Certificates are attached. Certain other forms, such as a Certificate of Authority to collect Sales and Use Taxes or a Certificate of Employee Information Report Approval, are **not** proof of business registration.


Any questions in this regard can be directed to the Division of Revenue at (609) 292-9292. Form NJ-REG can be filed online at:

<http://www.state.nj.us/treasury/revenue/gettingregistered.shtml>

THESE ARE SAMPLES OF THE ONLY ACCEPTABLE
N.J. BUSINESS REGISTRATION CERTIFICATES:

	STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
Taxpayer Name: Trade Name: Address:	
Certificate Number: Effective Date: Date of Issuance:	
For Office Use Only:	

OR

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		<small>DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 302 TRENTON, N.J. 08646-0302</small>
TAXPAYER NAME:	TRADE NAME:	
ADDRESS:	SEQUENCE NUMBER:	
EFFECTIVE DATE:	ISSUANCE DATE:	
 <small>Acting Director New Jersey Division of Revenue</small>		
<small>FORM-BBC(02-01)</small>		<small>This card may be NOT reproduced or transmitted. It may be copied only for use at above address.</small>

PRE-BID ON-SITE MEETING:

Prior to submitting their proposals, bidders are encouraged to contact the Park System's representative in charge of rides and games, Mark Miller, at Thompson Park, 732-842-4000, ext. 4277, in order to schedule a pre-bid meeting at East Freehold Showgrounds.

The purpose of this meeting shall be to review bid specifications and the available space in which rides and games are to be placed in the Rides Area. Based on this on-site visit, bidders shall submit with their proposals a scaled layout map showing the location of all rides and games.

FAIR HOURS:

The times and dates that include operation of rides and games at the Fair shall be the following:

- Wednesday 23 July 2014 → 5:00 p.m. - 11:00 p.m.
- Thursday 24 July 2014 → 5:00 p.m. - 11:00 p.m.
- Friday 25 July 2014 → 5:00 p.m. - 11:00 p.m.
- Saturday 26 July 2014 → 5:00 p.m. - 11:00 p.m.
- Sunday 27 July 2014 → 11:00 a.m. - 6:00 p.m.

If the Park System exercises its renewal option, the dates and times for the operation of rides and games at the 2015 Fair are tentatively scheduled for the following dates:

- Wednesday 22 July 2015 → 5:00 p.m. - 11:00 p.m.
- Thursday 23 July 2015 → 5:00 p.m. - 11:00 p.m.
- Friday 24 July 2015 → 5:00 p.m. - 11:00 p.m.
- Saturday 25 July 2015 → 3:00 p.m. - 11:00 p.m.
- Sunday 26 July 2015 → 11:00 a.m. - 6:00 p.m.

Please note that the 2015 dates are subject to change.

LOCATION/LAYOUT:

A blank Rides and Games Area Layout Map is attached to this document. Bidders shall indicate on this map the proposed layout and location of their rides and games.

Prior to arrival of rides and games on the Fairgrounds, the contractor shall meet on site with the Park System's representative for the purpose of staking out the location of rides, games, ticket booths, and concession trailers. The Park System's representative shall determine the final placement of rides, games, ticket booths, and concession trailers.

No cars, vans, trucks, tractors, or trailers, including game supply storage trailers, shall be parked north of the service road, located between the Rides Area and the rides concession overnight accommodation area.

REQUIRED LICENSING:

The contractor, at the contractor's expense, shall obtain all necessary licensing required by the State of New Jersey for rides and games. All other concessions shall obtain temporary food licenses from Freehold Township, and fire permits from the County of Monmouth Fire Marshall. Copies of all licenses shall be provided to the Park System by **3 p.m. Tuesday 3 June 2014** (Tuesday 2 June 2015).

INSTALLATION:

The site location is East Freehold Showgrounds, 1500 Kozloski Road, Freehold, New Jersey 07728.

All rides and games shall be completely set-up by 4:00 p.m. Tuesday 22 July 2014 (Tuesday 21 July 2015). At that time, the contractor and the Park System's representative shall conduct a walk-through inspection together in order to determine if all rides and games are acceptable, or if any repairs, cleaning, or corrections need to be made. All repairs, cleaning, and corrections shall be completed by noon Wednesday 23 July 2014 (Wednesday 22 July 2015).

REMOVAL:

Take down and removal of rides and games from the Fairgrounds shall be completed no later than 3:30 p.m. Tuesday 29 July 2014 (Tuesday 28 July 2015). At that time, the contractor shall leave the Rides Area and dormitory area in a neat and clean condition, with no trash or debris on the ground. This shall be confirmed in a final inspection by the Park System's representative.

AMUSEMENT RIDES AND GAMES:

The contractor shall comply with Title 5, Community Affairs Chapter 14A, Carnival-Amusement Rides *N.J.A.C. 5:14A*.

The contractor shall submit as part of his proposal a list of available rides and games to be set up in the Rides Area, with the following information (see Appendix B):

- a. Name and general description of each ride and game, including all subcontracted rides and games.
- b. Age of each ride.
- c. Proof of ownership of all rides and games by contractor and subcontractor(s).
- d. Proof of required insurance coverage by contractor and subcontractor(s).
- e. Price to play each game, in compliance with the State of New Jersey.

Locations of rides and games shall be by mutual agreement between the contractor and the Park System's representative. The contractor shall not place and set any rides and games without first obtaining agreement and permission from the Park System's representative.

The contractor shall provide generators in order to supply electric power to all rides, games, and food concession trailers.

Rides:

- a. The contractor shall furnish no fewer than 25 mechanical rides, and no more than 30 mechanical rides.
- b. The ratio of adult rides to children rides shall be approximately 60% adult rides to 40% children's rides.
- c. Two (2) of the children's rides, either mechanical or inflatable, shall allow a child 32" in height and taller admission without a parent. (Refer to the variance page of the proposal if necessary.)
- d. All safety and restraint systems specified by the rides manufacturer(s) shall be in place and in proper working order on all rides.
- e. All rides shall be clean and free of broken parts.
- f. All rides shall be posted with New Jersey State Law riding restrictions.
- g. All rides shall be posted with the number of tickets needed for each ride.
- h. The contractor shall provide mats to completely cover all wires and hoses needed to support rides.
- i. The Park System reserves the right to reject or close down any rides that are run improperly or pose a hazard to Fair visitors.
- j. If the contractor intends to bring a horror/fun house to the Fair, prior approval shall be obtained from the office of the County Fire Marshal.

Games:

- a. The contractor shall furnish no less than 15 and no more than 17 licensed games.
- b. Games shall be housed in either self-contained trailers or ground tent units.
- c. All games operating in the Rides Area shall be licensed by the New Jersey Department of Community Affairs – Carnival-Amusement Ride Safety, and a copy of each license shall be posted on the game during its operation.
- d. Price charged per game shall comply with New Jersey Games of Chance regulations.
- e. The contractor shall not change the prices of games during the Fair.
- f. All games shall be properly lighted for night play.
- g. The contractor shall provide mats to completely cover all wires and hoses needed to support games.
- h. No live animals, including fish, shall be used in any game, or be offered as a prize.
- i. No prizes or awards shall be displayed or distributed that exhibit nudity or semi-nudity and/or are suggestive or offensive in any way. The Park System's representative shall make the final determination about what may or may not be prohibited.
- j. No fireworks or weaponry, including knives and martial arts paraphernalia, of any kind shall be displayed or distributed as prizes or awards.
- k. No sale of merchandise or souvenirs shall be permitted in the Rides Area.
- l. No side shows shall be permitted in the Rides Area.
- m. The Park System reserves the right to reject or close down any games that are run improperly or pose a hazard to Fair visitors.

Safety and Maintenance of Rides Area:

- a. The contractor shall meet or exceed all applicable standards for the safe placement, set-up, testing, maintenance, inspection, and operation of rides, games, and support equipment as set forth in the most current specifications of the manufacturer(s).
- b. The contractor shall maintain the Rides Area in a neat, clean, and sanitary condition at all times by removing and properly disposing of all refuse and recyclables, using the containers provided by the Park System for this purpose. The Park System shall be responsible for emptying said containers. Cardboard boxes shall not be left around or behind trailers.

CONTRACTOR'S FOOD CONCESSION TRAILER(S):

The contractor shall be allowed to operate a maximum of two (2) food concession trailers, to be set up in the Rides Area. If the contractor plans to subcontract either or both of the food concessions, the Park System shall be notified by 1 June 2014 (1 June 2015) of the subcontracted concessionaire's(s') name(s) and address(es). All concessionaires must comply with the following:

- a. Menus shall only consist of cotton candy, popcorn, candied apples, snow cones, pre-packaged ice cream, soda, and bottled water.
- b. For recycling purposes, soda shall be sold in cans or plastic containers. Styrofoam and glass containers shall not be permitted.
- c. Food concession trailer(s) shall be provided by the contractor or subcontractor(s).
- d. Food concession trailer(s) length shall be a maximum of 24'. (Refer to the variance page of the proposal if necessary.)
- e. Electric power shall be supplied by contractor.
- f. Only food products shall be sold.

- g. Food prices shall be clearly posted at all times.
- h. The contractor, and/or the contractor's subcontracted food concessionaire(s), shall meet all state and local health and fire regulations. A Freehold Township Health Officer and the County Fire Marshal shall inspect all food vendors at the Fair, including the contractor's concessionaire(s). The concessionaire(s) shall apply for and obtain a health certificate from Freehold Township, and a permit for the current year from the County Fire Marshal. Certification of approval must be received by the concessionaire(s) prior to any sales, and a copy provided to the Park System.
- i. The concessionaire(s) shall submit proof of Product Liability Insurance in the minimum amount of \$1,000,000.00. Copy of the Certificate of Insurance shall be forwarded to the Park System by 1 June 2014 (1 June 2015). The County of Monmouth shall be named as additional insured on the concessionaire's policy, and the dates of the Fair shall be indicated.
- j. The concessionaire(s) shall submit proof of Auto Insurance in the amount of \$1,000,000.00 liability.

RIGHTS TO AMUSEMENT RIDES, GAMES, AND CONCESSION:

Inside the designated Rides Area, the contractor shall have exclusive rights to all amusement rides, games, and food concession trailers during the Fair.

SAFETY INSPECTIONS:

Pre-Opening Inspection:

- a. Inspection of rides shall be made by the New Jersey Bureau of Code Services for Carnival-Amusement Ride Safety. A Certificate of Safety Inspection shall be required of the contractor prior to opening of the Fair. A copy shall be available for review by the Park System.
- b. At the completion of set-up of the Rides Area, by 4:00 p.m. on Tuesday 22 July 2014 (Tuesday 21 July 2015), the contractor and the Park System's representative shall conduct a walk-through inspection together in order to determine if all rides and games are acceptable, or if any repairs, cleaning, or corrections need to be made. All repairs, cleaning, and corrections shall be completed by noon Wednesday 23 July 2014 (Wednesday 22 July 2015). (See Installation, p. 4.)

Daily Inspection:

- a. An authorized representative of the ride's company, together with the Park System's representative, shall conduct a **daily inspection of the Rides Area** prior to each day's Fair opening. As the daily inspection proceeds, the Park System's representative shall complete the Park System's *Monmouth County Fair Rides Area Daily Inspection Checklist*. A copy of this inspection checklist shall be provided to the contractor's representative each day. Any and all deficiencies noted on the *Checklist* shall be addressed and corrected by Fair opening. (See non-compliance assessments, p. 13.)
- b. The contractor shall conduct a **daily safety inspection of all rides and games**, and report any problems to the Park System's representative.
- c. The Park System's representative shall be assigned to the Rides Area throughout the Fair. Any questions or complaints regarding the safety and/or operation of the Rides Area shall be referred to the Park System's representative. If in the judgment of the Park System's representative any ride or game is found to be unacceptable or unsafe,

the contractor shall be notified, and the ride or game shall be shut down immediately. It shall remain closed until repairs have been made to correct the problem and the Park System's representative has been notified.

TICKETS/PRICES:

See attached Appendix A for classification of Adult Rides and Children's Rides. Rides not listed shall be classified by the Park System prior to awarding of contract.

Ticket Prices:

- a. The Park System shall set the rides price per individual single ticket at \$1.00.
- b. Most adult rides shall be four (4) tickets per ride. Up to five (5) adult rides may be five (5) tickets per ride.
- c. All children's rides shall be three (3) tickets per ride.

Tickets:

- a. All tickets shall be furnished by the contractor and shall be consecutively pre-numbered.
- b. The number of tickets required to ride shall be posted at each ride.
- c. Tickets shall be glued in packet form.
- d. The contractor shall provide one ticket package deal of his choice.
- e. Single tickets shall only be provided in full consecutively numbered rolls.
- f. **All tickets for the entire Fair, and Wednesday Wristbands** shall be furnished to the Park System by 2:00 p.m. the day the Fair opens, 23 July 2014 (Wednesday 22 July 2015).
- g. A minimum of 3,000 single-color wristbands shall be provided each Wristband night. These shall be provided by 3:00 p.m. Thursday, and 9:00 p.m. Saturday for Sunday.

Ticket Selling:

(Mechanical Rides Only)

- a. The Park System shall furnish all ticket sellers and collect all Rides revenue.
- b. The contractor shall provide one (1) 6-8 person ticket booth, or the equivalent, i.e. two (2) 3-4 person ticket booths, in a location(s) within the Rides Area to be determined during Fair set-up by Park System's representative.
- c. The contractor shall provide the ticket booth with air-conditioning that is in good working order.

Days and Hours of Ticket Sales:

- Wednesday 23 July 2014 → 5:00 p.m. - 10:30 p.m.
- Thursday 24 July 2014 → 5:00 p.m. - 10:30 p.m.
- Friday 25 July 2014 → 5:00 p.m. - 10:30 p.m.
- Saturday 26 July 2014 → 5:00 p.m. - 10:30 p.m.
- Sunday 27 July 2014 → 11:00 a.m. - 5:30 p.m.

2015 Fair (tentative dates, subject to Renewal Option being exercised)

- Wednesday 22 July 2015 → 5:00 p.m. - 10:30 p.m.
- Thursday 23 July 2015 → 5:00 p.m. - 10:30 p.m.
- Friday 24 July 2015 → 5:00 p.m. - 10:30 p.m.
- Saturday 25 July 2015 → 3:00 p.m. - 10:30 p.m.
- Sunday 26 July 2015 → 11:00 a.m. - 5:30 p.m.

Wristbands:

- a. Wristbands shall be sold at a cost of \$20.00 each.
- b. Wristbands shall be sold Wednesday, Thursday, and Sunday of the Fair by Park System staff during the listed designated hours, and shall continue to be honored for one (1) hour past the time that sales stop.
- c. The contractor shall provide Wristbands in three (3) different colors and/or patterns, *with a designated single color/pattern*, to be used for each wrist-band day of the Fair.
- d. Wristbands shall be consecutively numbered and non-transferable.
- e. The contractor shall provide the Park System with replacement Wristbands as needed in order to properly re-fasten these replacement Wristbands for visitors who have sizing issues or have improperly attached their original Wristbands.
- f. A Wristband shall entitle the holder to unlimited rides for the day of purchase.
- g. Individual single tickets shall also be sold during all Wristband hours.

Days and Hours of Wristband Sales:

2014 Fair

- Wednesday 23 July 2014 → 5:00 p.m. - 10:00 p.m.
- Thursday 24 July 2014 → 5:00 p.m. - 10:00 p.m.
- Sunday 27 July 2014 → 11:00 a.m. - 5:00 p.m.

2015 Fair (tentative dates, subject to Renewal Option being exercised)

- Wednesday 22 July 2015 → 5:00 p.m. - 10:00 p.m.
- Thursday 23 July 2015 → 5:00 p.m. - 10:00 p.m.
- Sunday 26 July 2015 → 11:00 a.m. - 5:00 p.m.

Ticket and Wristband Refunds:

- a. The Park System reserves the right to issue ticket and wristband refunds at its discretion.
- b. In the event that the Park System issues refunds, the Park System shall not pay the contractor any portion of the percent commission for ticket and wristband sales indicated on the proposal page.

COMMISSION:

The Park System shall receive a minimum 35% commission on gross amusement rides tickets sales. The contractor shall indicate on the proposal page any percentage over 35% that the contractor is willing to offer. The Park System shall receive a minimum flat fee of \$750.00 for each game and for each food concession trailer operated during the Fair.

PAYMENT:

Reconciliation of ticket sales for the period Wednesday 23 July 2014 (Wednesday 22 July 2015) through Saturday 26 July 2014 (Saturday 25 July 2015) shall take place on Sunday 27 July 2014 (Sunday 26 July 2015). A check shall be issued on site to the contractor for that period by close of the Fair. At that time, the Park System shall deduct all monies due for games and food concession trailers.

Final reconciliation and payment, including revenue for Sunday, minus any refunds and penalties assessed, shall be mailed within one week of Fair closing to the contractor's

business address on file.

No cash transaction shall take place.

TAXES:

The Park System shall make payments on sales tax only on the percent commission that it has earned. The contractor shall pay taxes due on their portion of gross sales.

INCLEMENT WEATHER:

Any daily cancellations due to inclement weather shall be made only by the Park System. The Park System reserves the right to close the Rides Area at anytime when inclement weather or other conditions exist that may cause injury to Fair visitors or to the Fairgrounds. The contractor shall not plead loss of income, nor claim damages, as a result of any required temporary stoppage the Fair operation.

RIDES AND GAMES OPERATORS:

- a. The contractor shall comply with all federal, state, and local hiring and employment requirements, and shall provide only competent workers.
- b. All rides and games operators shall be able to communicate in English.
- c. The contractor shall be accountable for the actions of all of his employees and/or other members of his group for the entire time they are on Park System property.
- d. The Park System shall notify the contractor in writing if any person employed on the premises is incompetent, rude, discourteous, disorderly, or otherwise unsatisfactory. Upon the second written notification, such person shall be removed from the Rides Area and shall not be allowed to return for the rest of the Fair.
- e. If the contractor's employees or members of his group are allowed to stay overnight on Park System grounds in the designated area indicated on the attached layout map, the contractor shall furnish them with suitable accommodations, i.e. dormitory trailer(s) with employee sleeping quarters.
- g. Employees shall not be allowed to sleep in the Rides Area.
- f. The contractor's employees shall be confined to their designated living and operating area during the periods when the Fair is not open to the general public.
- h. For those staying on the grounds, water and electric shall be available. The contractor shall supply necessary hoses and extension cords. The contractor may be required to remove hoses and cords during the day if the Park System's representative determines that they interfere with Fair operations or cause a safety hazard.
- i. All trailers shall be self-contained. No dumping of waste material of any type shall be permitted on the Fairgrounds. Violators shall be immediately removed from the Fairgrounds and shall not be allowed to return.
- j. The contractor and his employees shall not have any dogs and other animals on the Fairgrounds, including within designated living areas.
- k. The contractor and his employees shall not have any firearms on the Fairgrounds, including within designated living areas.
- l. The contractor and his employees shall not smoke in the Rides Area.

SEX OFFENDER AFFIDAVIT:

The contractor shall complete and sign the attached affidavit for all employees on site in order to prevent Sexual Offenders from entering the Fairgrounds. The affidavit shall be submitted to the Park System by Monday 21 July 2014 (Monday 20 July 2015).

UNIFORMS:

All of the contractor's employees, including owners, operators, and laborers, shall be required at all times while rides and games are being operated to wear a **uniform identifying themselves as an employee of the contractor's amusement company**. Uniforms shall consist of mandatory amusement company shirt, and optional hats and jackets. **Visible pin backing nametags** shall be required; no hanging name badges. All employees shall be clean and neat in appearance while rides and games are being operated.

NON-COMPLIANCE:

The Park System's representative shall work with the contractor to resolve issues regarding the safety of the fairgoers and cleanliness of the grounds. The Park System reserves the right to assess costs and/or administer penalties in order to gain compliance with the contract whenever a contract requirement is unfulfilled in any way after reasonable notice has been provided to the contractor. Of particular interest to the Park System are the following:

- a. Air conditioning in the ticket booth(s).
- b. All wires and hoses properly covered.
- c. All rides in safe mechanical order.
- d. All seat restraints or seat components in any ride in clean and in good working order.
- e. Rides Area and dormitory area trash- and litter-free, and maintained in a neat, clean, and sanitary condition throughout the Fair.
- f. At the time of take-down and removal of rides and games from the Fairgrounds, the Rides Area and dormitory area left in an acceptable condition. Failure to do so shall jeopardize any future Amusement Rides and Games contract with the Park System.

The Park System's representative shall work with the contractor to determine a mutually agreed upon timeline for correction should a problem arise outside of the daily inspection time. If the identified issue is not resolved within the agreed upon time, the Park System's representative shall put the complaint in writing with a unilateral timeline for correction. If the correction is not complete in the time specified, fines will be imposed. Fines will be deducted from items *a*, *b*, *c*, and *d* described above, and will be assessed at \$75 per hour per occurrence; items *e* and *f* will be assessed at \$50 per hour.

REFERENCES:

Bidders shall provide several references from fairs or similar functions with attendance of at least 50,000± persons, at which bidders have successfully operated both rides and games during the past several years. References shall include the names, addresses, and telephone numbers of the individuals in charge of the fairs or functions.

RECENT HISTORY OF OPERATION AND GROSS RECEIPTS FROM MECHANICAL RIDES:

For the 2008 Monmouth County Fair, all mechanical rides were provided by Blue Sky

Amusement of Islandia, New York. The total gross receipts for rides were \$195,750.00. The 2008 Fair was a five-day fair. Wednesday weather was hot and humid, Fair closed at 10:00 p.m. Thursday was partly sunny. Friday was sunny and pleasant. Saturday was sunny and pleasant and on Sunday, storms moved in, closed at 2:30 p.m.

For the 2009 Monmouth County Fair, all mechanical rides were provided by Blue Sky Amusements of Islandia, New York. The total gross receipts for rides were \$217,067.00. This figure does not include any revenue from games or food trailers. The 2009 Fair was a five-day fair. Wednesday weather was partly sunny. Thursday the Fair closed due to thunderstorms and Friday was sunny and humid. Saturday was sunny and pleasant all day and night. Sunday had storms in surrounding areas.

For the 2010 Monmouth County Fair, all mechanical rides were provided by Blue Sky Amusements of Islandia, New York. The total gross receipts for rides were \$184,598.00. This figure does not include any revenue from games or food trailers. The 2010 Fair was a five-day fair. Wednesday weather was hot and humid with isolated storms. Thursday was hot, humid, and overcast. Friday was hot and humid with storms to the north of us. Saturday was extremely hot and humid. Sunday was hot, humid, and storms moved in closing the Fair at 3:30 p.m.

For the 2011 Monmouth County Fair, all mechanical rides were provided by Blue Sky Amusements of Islandia, New York. The total gross receipts for rides were \$197,837.00. This figure does not include any revenue from games or food trailers. The 2011 Fair was a five-day fair, closing early one night. Wednesday was pleasant and sunny. Thursday had storms in the surrounding areas. Friday storms moved in and closed the Fair early at 7:30 PM. Saturday was sunny, hot and humid. Sunday was hot and humid with storms in the surrounding areas.

For the 2012 Monmouth County Fair, all mechanical rides were provided by Blue Sky Amusements of Islandia, New York. The total gross receipts for rides were \$103,845.00. This figure does not include any revenue from games or food trailers. The 2012 Fair was devastated by the weather. Wednesday opened on a beautiful, pleasant, and sunny evening. Thursday was closed due to storms. Friday was sunny, hot, and humid. Saturday storms closed the Fair from 1-5 p.m. Evening storms closed the Fair again at 9:30 p.m. Sunday was closed entirely due to storm damage.

For the 2013 Monmouth County Fair, all mechanical rides were provided by ACE Amusements of Yonkers, New York. The total gross receipts for rides were \$229,345.00. This figure does not include any revenue from games or food trailers. The 2013 Fair was a full five-day fair. Wednesday was sunny, 80s and low humidity. Thursday was overcast and chilly. Friday and Saturday were both sunny, 80s and low humidity. Sunday was 80s and partly cloudy.

PERIOD OF CONTRACT:

The contract period shall be from 18 July 2014 through 29 July 2014. The Park System shall have the right, at its sole option, to extend the contract for one (1) additional one-year period, 17 July 2015 through 28 July 2015. In the event, the Park System exercises such right, all terms, conditions, and provisions of the contract shall remain the same and apply during the renewal period.

METHOD OF AWARD:

Method of award shall be based on the following:

- a. Percent commission on rides.
- b. Flat fee for each game and food concession trailer.

Secondary Considerations:

- a. Loss records and loss control reports from contractor's insurance company or companies for last three (3) years.
- b. Reputation and/or past performance of contractor's operation.
- c. Cleanliness of contractor's operation.
- d. Visitor complaints received from previous Monmouth County Fairs for both equipment and operators.
- e. Violations of Legalized Games of Chance Commission from previous Monmouth County Fairs.

In case of a tie bid based on percent commission on rides, the tie breaker shall be determined by the highest flat rate bid for each game and food concession trailer. If both percent commission on rides and flat rate for each game and food concession trailer are the same, the Park System shall have the right to award the contract to any one of the responsible bidders submitting equal or tie bids, based on the secondary considerations.

APPENDIX A

RIDES CLASSIFICATION TICKETS PER RIDE

Of the minimum 25 rides provided, 15 shall be adult rides, and 10 shall be children's rides. The adult rides shall consist of no less than five (5) spectacular/thrill rides. Two (2) of the children's rides shall accommodate children 32" in height and taller. Rides listed are for comparison, and may be substituted with permission.

ADULTS RIDES

4 Tickets Each (\$4.00)

5 Tickets (\$5.00) – up to
five (5) Adult Rides

Alpine Bob
Avalanche
Bumper Cars
Cliff Hanger
Crazy Mouse
Dark Ride
Extreme
Ferris Wheel
Flying Bob
Fun House
Gee – Wiz
Gravitron
Hurricane
Merry Go Round
Pharoahs' Fury
Ring of Fire
Rip Tide
Round Up
Scooper Jet Raiders
Sizzler
Skydiver
Spider
Star Ship 2000
Super Sizzler
Super Slide
Swinger
Tilt A Whirl
Trabant
Zipper

CHILDREN'S RIDES

3 Tickets Each (\$3.00)

Balloon Ride
Barnyard
Berry Go Round
Boat Ride
Bumble Bees
Buzz Plane
Combo Car Ride
Construction Zone
Dog Bounce
Dragon Wagon
Dragons & Elephants
Dry Boats
Fire Chief (Crazy Bus)
Granny Bugs
Hampton
Jeeps
Kiddie Swings
Monkey Mayhem
Pirate Pond
RioGrande Train
Safari Train
Space Train
Strawberry
Tea Cups
Train
Truck Stop
Tubs of Fun
Umbrella Ride

Classification of rides as either an Adult Ride or a Children's Ride, and determination of the number of tickets required to ride, shall be made by the Park System's Rides Representative.

BIDDER'S CHECKLIST

BID #: 0006-14

(Owner's checkmarks)



Items submitted with bid
(Bidder's **INITIALS**)



**A. FAILURE TO SUBMIT ANY OF THESE ITEMS WITH THE BID IS
MANDATORY CAUSE FOR REJECTION**

- | | | |
|--------------|-------------------------|-------|
| <u> X </u> | Proposal (Original) | _____ |
| <u> X </u> | Statement of Ownership | _____ |
| <u> X </u> | Non-Collusion Affidavit | _____ |

**B. ITEMS PREFERRED WITH THE BID, BUT MANDATORY PRIOR
TO AWARD OF CONTRACT**

- | | | |
|--------------|--|-------|
| <u> X </u> | Copy of the N.J. Business Registration Certificate for the bidder and
any designated subcontractors | _____ |
| <u> X </u> | EEO/Affirmative Action Compliance Notice | _____ |
| <u> X </u> | References / List of previous and/or active relevant work | _____ |
| _____ | Resume(s) | _____ |

THE UNDERSIGNED BIDDER HEREWITH SUBMITS THE ABOVE REQUIRED DOCUMENTS:

PRINT NAME OF BIDDER: _____

SIGNED BY: _____

PRINT NAME AND TITLE: _____

DATE: _____

**THIS CHECKLIST SHOULD BE INITIALED AND SIGNED WHERE INDICATED AND
RETURNED WITH ALL DOCUMENTS**

SUBMITTED BY: _____
(Company Name)

PROPOSAL

SPECIFICATIONS FOR THE FURNISHING AND DELIVERY OF AMUSEMENT RIDES AND GAMES TO THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS, LINCROFT, NEW JERSEY.

The undersigned hereby declares that __he has carefully examined the advertisement, specifications, and form of contract for furnishing the specified items and that __he will execute that contract according the specifications, terms, and conditions with respect to the following:

- A. The contractor agrees to pay to the Monmouth County Park System a commission of _____% on the gross sale of amusement rides tickets and wristbands. (Minimum of 35% will be accepted).
- B. The contractor agrees to pay a fee of \$_____ for each amusement game and food concession trailer operated at the Monmouth County Fair. (Minimum of \$750.00 each per game and per food concession trailer will be accepted.)
Number of games furnished: _____.
Number of food concession trailers furnished: _____.
- C. The name of the Liability Insurance Company having coverage of the contractor's Amusement Rides and Games:

(Copy of Certificate of Insurance to be provided to the Monmouth County Park System no later than 1 June 2014 for the 2014 Fair, and 1 June 2015 for the 2015 Fair).
- D. The name of the Liability Insurance Company having coverage of the subcontractor's(s') Amusement Rides and Games:

(Copy of Certificate of Insurance to be provided to the Monmouth County Park System no later than 1 June 2014 for the 2014 Fair, and 1 June 2015 for the 2015 Fair).
- E. The name of the Liability Insurance Company having coverage for the contractor's/ subcontractor's(s') food concession trailer(s):

(Copy of Certificate of Insurance to be provided to the Monmouth County Park System no later than June 1, 2014 for the 2014 Fair, and 1 June 2015 for the 2015 Fair).

The undersigned is a partnership under the laws of the State of _____

a corporation (please circle one)

an individual

having principle offices at:

CONTRACTOR NAME: _____
(print name and title)

CONTRACTOR SIGNATURE: _____

FEDERAL ID # OR SOCIAL SECURITY #: _____

ADDRESS: _____

BUSINESS PHONE: _____

CELL PHONE: _____

FAX: _____

E-MAIL: _____

WEBSITE: _____

DATED: _____

APPENDIX B

BIDDERS ARE TO COMPLETE THE FOLLOWING THREE LISTS – FOR ADULT RIDES, CHILDREN’S RIDES, AND GAMES – AND RETURN THEM WITH THE PROPOSAL

1. ADULT RIDES

Minimum Number: 15

RIDE PRICE: \$4.00 PER RIDE

<u>RIDE NAME</u>	<u>MANUFACTURER</u>	<u>AGE OF RIDE</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____
11. _____	_____	_____
12. _____	_____	_____
13. _____	_____	_____
14. _____	_____	_____
15. _____	_____	_____

2. ADULT RIDES (Spectacular/Thrill)

Minimum Number: 5 (of the minimum total of 15 Adult Rides)

RIDE PRICE: \$5.00 PER RIDE

RIDE NAME

MANUFACTURER

AGE OF RIDE

1. _____

2. _____

3. _____

4. _____

5. _____

3. CHILDREN' S RIDES

Minimum Number: 10

RIDE PRICE: \$3.00 PER RIDE

RIDE NAME

MANUFACTURER

AGE OF RIDE

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____

4. GAMES

Minimum Number: 15

Maximum Number: 17

(Not to include Food Concession Trailers)

<u>NAME</u>	<u>MFG.</u>	<u>AGE</u>	<u>PRICE</u>	<u>DESCRIPTION</u>
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				



RIDES & GAMES



CAUTION

REGARDING STATEMENT OF OWNERSHIP

The enclosed Statement of Ownership form must be properly completed. If it is not properly completed, your bid must be rejected, as required by N.J.S.A.40A:11-23.2. **Mistakes cannot be cured after bids are received.**

For example, if your firm, bidder "A", is entirely owned by corporation "B", you must disclose the names and addresses of the owners of 10% or more of corporation "B". Furthermore, if corporation "C" owns 10% or more of corporation "B", you must disclose the names and addresses of the owners of 10% or more of corporation "C", and so on, until the names and addresses of all persons, i.e., human beings, in this "10%" chain of ownership have been disclosed.

The same procedure applies if any 10% or more owner is a partnership, limited liability company, estate or any other type of legal entity, as opposed to a corporation.

STATEMENT OF OWNERSHIP

Name of Business: _____

- 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

Stockholders:

Name:	Name:
Home Address:	Home Address:
<hr/>	
Name:	Name:
Home Address:	Home Address:
<hr/>	
Name:	Name:
Home Address:	Home Address:

(Signature)

(Print Name & Title)

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF _____ ss:

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 bidder making the Proposal for the above-named project, and that I executed the said Proposal with full authority so to do; 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 that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the County of Monmouth 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 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 _____
(Name of Contractor)

(N.J.S.A. 52:34-15)

Subscribed and sworn to _____

(Also type or print name of affiant under signature)

before me this _____ day
of _____ 20____

Notary Public of My commission expires _____, 20____

OFFICIAL SEAL OR STAMP REQUIRED.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31, et seq. N.J.S.A. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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**.

- f. 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.
- g. 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.
- h. 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.
- i. 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)
- j. 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.**

