

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

**BID SPECIFICATIONS FOR THE FURNISHING AND DELIVERY OF
SOLID WASTE COLLECTION SERVICE, ROLL-OFF CONTAINER SERVICE, AND
SINGLE-STREAM RECYCLING COLLECTION AND MARKETING SERVICE**

(BID#0012-23)

**FOR THE MONMOUTH COUNTY BOARD OF RECREATION
COMMISSIONERS (MONMOUTH COUNTY PARK SYSTEM)**

REQUEST FOR SEALED BIDS HAS BEEN ADVERTISED ON:

TUESDAY, OCTOBER 25, 2022

**SEALED BIDS MUST BE IN THE HANDS OF THE
PURCHASING AGENT OR HER DESIGNEE LOCATED AT:**

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

BID OPENING:

**WEDNESDAY, JANUARY 11, 2023
10:00 A.M.**

NOTICE TO BIDDERS

MONMOUTH COUNTY PARK SYSTEM

ADVERTISED DATE: **TUESDAY, OCTOBER 25, 2022**

The Board of Recreation Commissioners of the County of Monmouth, commonly known as the Monmouth County Park System (“MCPS”), shall receive sealed bids at the Headquarters Building of MCPS, Thompson Park, 805 Newman Springs Road, Lincroft, New Jersey 07738 until **10:00 a.m.** prevailing time on **WEDNESDAY, JANUARY 11, 2023**, at which time the bids shall be publicly opened and read aloud for:

SOLID WASTE COLLECTION SERVICE, ROLL-OFF CONTAINER SERVICE, AND SINGLE-STREAM RECYCLING COLLECTION AND MARKETING SERVICE (BID #0012-23)

All vendors must obtain bid packages on our website at www.monmouthcountyparks.com or at the Monmouth County Park System, Headquarters Building, Thompson Park, 805 Newman Springs Road, Lincroft, New Jersey 07738 between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday. **REPRODUCTION OR REDISTRIBUTION OF THE CONTENTS OF THIS BID PACKAGE BY A PARTY OTHER THAN THE MONMOUTH COUNTY PARK SYSTEM OR THE BIDDER IS STRICTLY PROHIBITED.** Bids received from vendors that did not obtain bid packages from the Monmouth County Park System will not be considered.

Bids must be submitted on the standard bid forms provided by MCPS in the manner designated in the Request for Bids, and must be enclosed in a sealed envelope bearing the title of the bid, name and address of the bidder on the outside, and the words “Sealed Bid”; addressed to Ms. Jennifer Kaczala, Purchasing Agent; and delivered to the above address before the date and time set at the place herein. The Monmouth County Park System is not responsible for any hand delivered or third party delivered bids that do not arrive at the proper time or location. Any such bid will be returned unopened to the vendor. All documents contained in this package must be returned to MCPS in their original form. No substitutions, alterations, or modifications of any of the bid documents are permitted.

MCPS requires that a bidder submit with its bid a bid guarantee in the form of an original bid bond, certified check, or cashier’s check in the amount of ten percent (10%) of the bid, calculated based upon the bidder’s Total Lump Sum Bid. In no case shall the bid guarantee exceed twenty thousand dollars (\$20,000). Bid bonds shall be from a surety company licensed to do business in the State of New Jersey. Bid bonds that are signed by an Attorney-in-Fact shall be accompanied by a certified Power-of-Attorney. **Failure to include this item will mandate rejection of bid.**

The contractor(s) who is/are awarded the contract(s) will be required to submit performance security, in the form of a performance bond, in an amount equal to one hundred percent (100%) of the annual value of the contract, calculated based upon the bidder’s Total Lump Sum Bid. At the time of bid submission, all bidders will be required to submit an original Consent of Surety indicating that such surety will provide the performance bond if the bidder is awarded a contract.

The contractor(s) who is/are awarded the contract(s) will be required to comply with requirements of N.J.S.A. 10:2-1 (Anti-Discrimination in Employment), N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27 et seq. (Equal Employment Opportunity), 42 U.S.C. § 12101 et seq. (Americans with Disabilities Act), N.J.S.A. 52:32-44 et seq. (New Jersey Business Registration), N.J.S.A. 52:25-24.2 regarding the submission of a list of all Stockholders or Partners owning more than ten percent (10%) stock or interest in their Corporation or Partnership, and all other laws and regulations that apply to bidding and the performance of the proposed contract.

The Board of Recreation Commissioners reserves the right to consider the bids for sixty (60) days after receipt thereof, and further reserves the right to reject any and all bids in accordance with applicable law, waive informalities, and make such awards or take action as may be in the best interest of the Monmouth County Park System and in accordance with applicable law.

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

Kevin Mandeville, Chairman
James J. Truncer, Secretary-Director
Jennifer Kaczala, Purchasing Agent

**MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS
BID SPECIFICATIONS**

**SOLID WASTE COLLECTION SERVICE, ROLL-OFF CONTAINER SERVICE, AND
SINGLE-STREAM RECYCLING COLLECTION AND MARKETING SERVICE**

1. INSTRUCTIONS TO BIDDERS

1.1. THE BID

The Monmouth County Board of Recreation Commissioners, commonly known as the Monmouth County Park System (“MCPS”), is soliciting bid proposals from companies interested in providing **SOLID WASTE COLLECTION SERVICE, ROLL-OFF CONTAINER SERVICE, AND SINGLE-STREAM RECYCLING COLLECTION AND MARKETING SERVICE** within the designated areas of MCPS’s properties.

This bid is for a period of one (1) year with two – one (1) year renewal term(s) that may be awarded solely at MCPS’s discretion, to commence on MARCH 1, 2023 through DECEMBER 31, 2023 in accordance with the terms of these bid specifications and applicable law, including N.J.S.A. 40A:11-1 et seq. and N.J.A.C. 7:26H-6 et seq.

1.2. CHANGES TO THE BID SPECIFICATIONS

Notice of revisions or addenda to the advertisements or bid documents relating to bids will be advertised, no later than seven (7) days, Saturdays, Sundays and Holidays excepted, prior to the date for acceptance of bids, and will be published in the Asbury Park Press and the Star-Ledger.

1.3. BID OPENING

All bid proposals will be publicly opened and read by MCPS’s Purchasing Agent or her Designee at **10:00 AM** prevailing local time at the Monmouth County Park System Headquarters Building, Thompson Park, 805 Newman Springs Road, Lincroft, NJ 07738, on **JANUARY 11, 2023**. One (1) original and at least two (2) copies of bids must be delivered by hand or by mail to the Purchasing Agent, Monmouth County Park System Headquarters Building, Thompson Park, 805 Newman Springs Road, Lincroft, NJ 07738, no later than 10:00 A.M. on this date. All bid proposals will be date and time stamped upon receipt. Bidder is solely responsible for the timely delivery of the Bid Proposal and no bids shall be considered which are presented or received after the public call for receiving bids. Any Bid Proposal received after the date and time specified will be returned, unopened, to the bidder.

1.4. DOCUMENTS TO BE SUBMITTED

The following documents shall be submitted by every bidder at the time and date specified herein:

1. A photocopy of bidder’s certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126 et seq.

2. Questionnaire setting forth experience and qualifications;
3. Bid Guarantee in the form of an original bid bond, certified check or cashier's check in the amount of 10% of the total amount of the bid proposal, not to exceed \$20,000; payable to the "Monmouth County Board of Recreation Commissioners";
4. Non-collusion affidavit;
5. Stockholder statement of ownership;
6. Certificate of surety;
7. Bid Proposal;
8. Acknowledgement of Receipt of Addenda (if applicable)
9. Business Registration Certificate
10. Affirmative Action Documentation
11. Certification regarding investment activities in Iran, in accordance with N.J.S.A. 52:32-58.
12. Contact Person
13. Vehicle Dedication Affidavit

All of the foregoing shall be submitted in accordance with the instructions hereinafter contained. The division of the Bid Specifications into parts is merely for convenience and ready reference; all parts of the Bid Specifications constitute a single document.

2. DEFINITIONS

"Bid Guarantee" means the bid bond, cashier's check or certified check submitted as part of the Bid Proposal, payable to the Contracting Unit, ensuring that the successful bidder will enter into a contract.

"Bid Proposal" means all documents, proposal forms, affidavits, certificates, statements required to be submitted by the bidder at the time of bid opening.

"Bid Specifications" means all the documents comprising this request for Bid Proposals.

"Certificate of Insurance" means a document showing that an insurance policy has been written and includes a statement of the coverage of the policy.

"Collection site" means the location of waste containers on collection day.

"Collection source" means a generator of designated collected solid waste to whom service will be provided under the contract.

“Consent of Surety” means a promissory note guaranteeing that if the Contract is awarded, the surety will provide a performance bond.

“Contract” means the written agreement executed by and between the successful bidder(s) and the Contracting Unit and shall include the Bid Proposal and the Bid Specifications.

“Contract Administrator” is the person authorized by the Contracting Unit to procure and administer contracts including that contained in the instant Bid Specifications.

“Contracting Unit” means the Monmouth County Board of Recreation Commissioners.

“Contractor” means the lowest responsible bidder to whom award of the Contract shall be made.

“Designated Collected Recyclable Material” means #1 and #2 plastics, glass (clear, brown, and green), aluminum, steel, tin, fibers including corrugated cardboard, chipboard, and mixed paper in clear plastic bags including office/computer paper, newspaper, junk mail, phone books, brown paper bags, magazines, etc.

“Designated Collected Solid Waste” means, for purposes of this bid, Solid Waste type 10 as defined in N.J.A.C. 7:26 et seq. or these specifications. Designated collected solid waste shall not consist of recyclable materials, hazardous waste, or solid animal and vegetable wastes collected by swine producers licensed by the State Department of Agriculture to collect, prepare and feed such waste to swine on their own farms.

“Disposal Facility” means those site(s) designated in the Monmouth County Solid Waste Management Plan for use by the Monmouth County Board of Recreation Commissioners, which is the:

Monmouth County Reclamation Center:
6000 Asbury Avenue
Tinton Falls, NJ 07753
732-683-8686

“Holiday” means a regularly scheduled collection day on which the authorized Disposal Facilities are closed, including Christmas Day, New Year’s Day, and Thanksgiving Day.

“Legal Newspaper” means the Asbury Park Press and the Star-Ledger.

“Proposal Forms” mean those forms that must be used by all bidders to set forth the prices for services to be provided under the Contract.

“Single Stream” means a recycling system whereby designated source separated recyclable materials are commingled without regard to fiber or non-fiber materials, collected in one vehicle and sorted at a facility able to process such material.

“Surety” means a company that is duly certified to do business in the State of New Jersey and that is qualified to issue bonds in the amount and of the type and character required by these specifications.

3. BID SUBMISSION REQUIREMENTS

3.1. BID PROPOSAL

A. Each document in the Bid Proposal must be properly completed in accordance with these Bid Specifications and N.J.A.C. 7:26H-6.5 to the extent applicable to these Bid Specifications. No Bidder shall submit the requested information on any form other than those provided in these Bid Specifications.

B. One (1) original and at least two (2) copies of all Bid Proposals shall be hand delivered or mailed in a sealed envelope marked “Sealed Bid,” and the name and address of the Bidder and the name of the Bid as set forth in the Public Advertisement for Bids must be written clearly on the outside of the sealed envelope. No Bid Proposal will be accepted past the date and time specified by MCPS in the advertisement for bids.

C. Each Bidder shall sign, where applicable, all bid submissions as follows:

1. For a corporation or limited liability company, by a principal executive officer;
2. For a partnership or sole proprietorship, by a general partner or the proprietor, respectively; or
3. A duly authorized representative if:
 - a. The authorization is made in writing by a person described in sections 1 and 2 above; and
 - b. The authorization specifies either an individual or a position having responsibility for the overall operation of the business.

D. Any Bid Proposal that does not comply with the requirements of the Bid Specifications and N.J.A.C. 7:26H-6.1 et seq. to the extent applicable shall be rejected as non-responsive.

3.2. BID GUARANTEES

A Bid Guarantee in the form of an original bid bond, cashier’s check or certified check, made payable to the “Monmouth County Board of Recreation Commissioners” in the amount of ten percent (10%) of the bid, calculated based upon the bidder’s Total Lump Sum Bid, not to exceed twenty thousand dollars (\$20,000) must accompany each Bid Proposal. In the event that a bidder to whom the Contract is awarded fails to enter into the Contract in the manner and within the time required, the award to the bidder shall be rescinded and the Bid Guarantee shall become the property of MCPS.

3.3. EXCEPTIONS TO THE BID SPECIFICATIONS

Any conditions, limitations, provisos, amendments, or other changes attached to or added by the bidder to any of the provisions of these Bid Specifications or any changes made by the bidder on the Proposal Forms shall result in the rejection of the Bid Proposal by MCPS.

3.4. “BRAND NAME OR EQUIVALENT”

Whenever the Work Specifications identify a brand name, trade name or a manufacturer’s name, this designation is used for classification or descriptive purposes only, and the bidder may provide an equivalent product, subject to the approval of MCPS.

3.5. COMPLIANCE

The bidder shall be familiar with and comply with all applicable local, state, and federal laws and regulations in the submission of the Bid Proposal and, if the bidder is awarded the Contract, in the performance of the Contract, including, but not limited to, provision of the successful bidder’s Business Registration Certificate issued by the New Jersey Division of Revenue prior to the time a contract, purchase order, or other contracting document is awarded or authorized in accordance with N.J.S.A. 52:32-44(b).

3.6. CONFLICT OF INTEREST AND NON-COLLUSION

Each bidder must execute and submit as part of the Bid Proposal a “Non-Collusion Affidavit” which at a minimum shall attest that:

A. The bidder has not entered into any agreement or participated in any collusion with any other person, corporate entity or government entity, or competitive bidding either alone or with any other person, corporate entity or government entity in connection with the above named project;

B. All statements made in the bid proposal are true and correct and made with the full knowledge that the Contracting Unit relies upon the truth of those statements in awarding the Contract; and

C. No person or business is employed to solicit or secure the Contract in exchange for a commission, percentage brokerage agreement or contingency fee unless such person or business possesses a Certificate of Public Convenience and Necessity and a License issued pursuant to N.J.A.C. 7:26-16 et seq.

3.7. NO ASSIGNMENT OF BID

The bidder may not assign, sell, transfer or otherwise dispose of the bid or any portion thereof or any right or interest therein. This section is not intended to limit the ability of the successful bidder to assign or otherwise dispose of its duties and obligations under the Contract provided that MCPS agrees to the assignment or other disposition. No such assignment or disposition shall become effective without the written approval of the New Jersey Department of Environmental Protection.

4. AWARD OF CONTRACT

4.1. GENERALLY

A. MCPS shall award the Contract or reject all bids within the time specified in the invitation to bid, but in no case more than sixty (60) days, except that the bids of any bidders who consent thereto may, at the request of the Contracting Unit, be held for consideration for such longer period as may be agreed. All Bidders will be notified of MCPS's decision in writing by certified mail.

B. The Contract will be awarded to the bidder whose aggregate bid price, i.e., Total Lump Sum Price, which is comprised of the Lump Sum Price for solid waste collection plus the Lump Sum Price for roll-off container service plus the Lump Sum Price for recycling collection and marketing, is the lowest responsible bid.

C. MCPS reserves the right to reject any bid not prepared and submitted in accordance with the provisions hereof, and to reject any or all bids. In the event that MCPS rejects all bids, MCPS shall publish a notice of rebid no later than ten (10) days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids.

4.2. NOTICE OF AWARD AND EXECUTION OF CONTRACT

Within fourteen (14) calendar days of the award of the Contract, MCPS shall notify the successful bidder in writing, at the address set forth in the Bid Proposal and such notice shall specify the place and time for delivery of the executed Contract, the performance bond, the vehicle dedication affidavit and the appropriate affirmative action documentation. Failure to deliver the aforementioned documents as specified in the notice of award shall be cause for MCPS to declare the Contractor non-responsive and to award the Contract to the next lowest responsible bidder.

4.3. RESPONSIBLE BIDDER

MCPS shall determine whether a bidder is "responsible" in accordance with N.J.S.A. 40A:11-2 and N.J.A.C. 7:26H-6.8. The Bid Proposal of any bidder that is deemed not to be "responsible" shall be rejected.

4.4. PERFORMANCE BOND

A. For a one year contract, the successful bidder shall provide a one year performance bond issued by a Surety in an amount equal to no more than 100% of the award price. The successful bidder shall provide said performance bond concurrent with the delivery of the executed Contract to the MCPS Purchasing Agent at the address indicated in the advertisement.

B. Failure to provide the required one year performance bond at the time and place specified by MCPS shall be cause for assessment of damages as a result thereof in accordance with Section D below. In the event that the successful bidder fails to provide said performance bond, MCPS may award the Contract to the next lowest responsible bidder or

terminate the bid process and re-bid the collection services in accordance with N.J.A.C. 7:26H-6.7(d) and Section 4.1 above.

C. For the duration of the term of the Contract, the successful bidder shall provide a performance bond issued by a Surety in an amount equal to no more than 100% of the annual value of the Contract. The successful bidder shall provide said performance bond no later than one hundred twenty (120) days prior to the expiration of the current bond. The performance bond for each succeeding year shall be delivered to MCPS with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond.

D. Failure to deliver a performance bond for any year of a multi-year, contract one hundred twenty (120) days prior to the termination of the current bond will constitute a breach of contract and will entitle MCPS to terminate the Contract upon the expiration of the current bond. Notwithstanding termination pursuant to this section, the Contractor is obligated to fully perform through the date of termination of the Contract and damages shall be assessed in an amount equal to the costs incurred by MCPS in re-bidding the Contract.

4.5. AFFIRMATIVE ACTION REQUIREMENTS

A. If awarded a contract; the successful bidder will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

B. Within seven days after receipt of notification of MCPS's intent to award the Contract, the successful bidder must submit to MCPS one of the following three (3) documents:

1. A photocopy of a valid letter identifying that the Contractor is operating under an existing federally approved or sanctioned affirmative action program, OR
2. A photocopy of a Certificate of Employment Information Report approval issued in accordance with N.J.A.C. 17:27-4, OR
3. A photocopy of an Employee Information Report (**Form AA302**) provided by the Division of Contract Compliance and Equal Opportunity in Public Contracts and distributed to the public agency to be completed by the Contractor in accordance with N.J.A.C. 17:27-4.

C. Failure to submit the affirmative action document by the seventh day shall be cause for MCPS to declare the Contractor to be non-responsive and to award the Contract to the next lowest responsible bidder.

4.6. VEHICLE DEDICATION AFFIDAVIT

A. Bidders shall execute and submit at the time and place specified in the award notice a vehicle dedication affidavit which at a minimum shall attest that: The successful

bidder will dedicate a fixed number of vehicles, reasonably calculated to meet the requirements of these Bid Specifications; or to the extent that dedication of a fixed number of vehicles is not feasible, the Contractor shall covenant that MCPS will only be accountable for its proportional share of the waste contained in the collection vehicle and shall be assessed charges based only on its share of the waste at the time of disposal.

4.7. ERRORS IN PRICE CALCULATION

Any discrepancy between a numerical price and a price written in words shall be resolved in favor of the price as written in words. Any discrepancy between the unit price multiplied by the quantity and a corresponding total price figure set forth in the Proposal Form(s) shall be resolved in favor of a total price reached by multiplying the unit price by the quantity. The corrected total shall be used to determine the award of the Contract. After all Bid Proposals have been read, the bids will be tabulated and adjusted, if necessary, in accordance with this paragraph and applicable law. If any mathematical corrections must be made on any Bid Proposal, then MCPS may not award a contract until all tabulations are complete.

5. WORK SPECIFICATIONS

5.1. The Contractor shall provide service for the Contract awarded by MCPS from MARCH 1, 2023 through the contract period. The terms contained in this article shall govern such award.

5.2. The Contractor shall provide collection, removal and disposal from within the territorial and geographical boundaries of MCPS as described below:

5.3. COLLECTION AND ROLL-OFF SERVICE

5.3.1 SOLID WASTE COLLECTION SERVICE

A. Type 10 Solid Waste shall be collected as described herein. The Contractor may request the collection day to be changed with approval by MCPS.

B. The Contractor shall provide Solid Waste collection service. To provide this service, the Contractor shall furnish front-loading containers with hinged covers.

C. The Contractor shall furnish the following containers and complete regularly scheduled pick-ups at the following locations and frequencies:

| Item | Service Location |
|----------|--|
| <u>1</u> | <u>Bel-Aire Golf Course</u> <u>1980 Hwy 34 at Allaire Road, Wall, NJ</u> 8-cubic yard container with hinged cover. One (1) container, one (1) pickup per week |
| <u>2</u> | <u>Big Brook Park</u> <u>521 Route 520 Marlboro, NJ</u> 6-cubic yard container with hinged cover. |

| | |
|-----------|---|
| | One (1) container, one (1) pickup per week |
| <u>3</u> | <u>Charleston Springs Golf Course</u> <u>North Maintenance Yard</u> <u>201 Sweetmans Lane, Millstone, NJ</u> 6-cubic yard container with hinged cover. One (1) container, two (2) pickups per week |
| <u>4</u> | <u>Charleston Springs Golf Course</u> <u>South Maintenance Yard</u> <u>77 Woodville Millstone, NJ</u> 6-cubic yard container with hinged cover. One (1) container, two (2) pickups per week |
| <u>5</u> | <u>Crosswicks Creek Greenway</u> <u>91 Walnford Road, Upper Freehold Township, NJ</u> 4-cubic yard container with hinged cover. One (1) container, one (1) pickup per week |
| <u>6</u> | <u>Dorbrook Recreation Area</u> <u>205 Route #537 East, Colts Neck, NJ</u> 8-cubic yard container with hinged cover. Two (2) containers, two (2) pickups per week |
| <u>7</u> | <u>East Freehold Showgrounds</u> <u>1500 Kozloski Road, Freehold, NJ</u> 8-cubic yard container with hinged cover. One (1) container, one (1) pickup per week |
| <u>8</u> | <u>Fort Monmouth Recreation Center</u> <u>2566 Guam Ln, Tinton Falls, NJ</u> 8-cubic yard container with hinged cover. One (1) container, one (1) pickup per week |
| <u>9</u> | <u>Freneau Woods Park</u> <u>360 Monastary Lane, Aberdeen Twp., NJ</u> 6-cubic yard container with hinged cover. One (1) container, one (1) pickup per week |
| <u>10</u> | <u>Hartshorne Woods</u> <u>254 Hartshorne Road, Locust, NJ</u> 8-cubic yard container with hinged cover. One (1) container, one (1) pickup per week |
| <u>11</u> | <u>Holmdel Park</u> <u>845 Holmdel-Keyport Road, Holmdel, NJ</u> 8-cubic yard container with hinged cover. One (1) container, one (1) pickup per week 1 Jan through 31 Mar; and 1 Dec through 31 Dec. |
| <u>12</u> | <u>Holmdel Park</u> <u>845 Holmdel-Keyport Road, Holmdel, NJ</u> 8-cubic yard container with hinged cover. Three (3) containers, two (2) pickups per week 1 Apr through 30 Nov. |

| | |
|-----------|---|
| <u>13</u> | <p><u>Hominy Hill Golf Course</u> <u>92 Mercer Road, Colts Neck, NJ</u> 6-cubic yard container with hinged cover. One (1) container, two (2) pickups per week</p> |
| <u>14</u> | <p><u>Howell Park Golf Course</u> <u>225 Southard Avenue, Farmingdale, NJ</u> 6-cubic yard container with hinged cover. One (1) container, two (2) pickups per week</p> |
| <u>15</u> | <p><u>Manasquan Reservoir</u> <u>239 Windeler Road, Howell, NJ</u> 8-cubic yard container with hinged cover. One (1) container, two (2) pickups per week</p> |
| <u>16</u> | <p><u>Monmouth Cove Marina</u> <u>200 Port Monmouth Road, Port Monmouth, NJ</u> 8-cubic yard container with hinged cover. Two (2) containers, one (1) pickup per week 1 Jan through 30 April; and 1 Nov through 31 Dec.</p> |
| <u>17</u> | <p><u>Monmouth Cove Marina</u> <u>200 Port Monmouth Road, Port Monmouth, NJ</u> 8-cubic yard container with hinged cover. Two (2) containers, two (2) pickups per week 1 May through 31 Oct</p> |
| <u>18</u> | <p><u>Pine Brook Golf Course</u> <u>364 Pine Brook Road, Englishtown, NJ</u> 8-cubic yard container with hinged cover. One (1) container, one (1) pickup per week</p> |
| <u>19</u> | <p><u>Seven Presidents Park</u> <u>215 Ocean Avenue North, Long Branch, NJ</u> 8-cubic yard container with hinged cover. One (1) container, one (1) pickup per week 1 Jan through 30 April; and 1 Oct through 31 Dec.</p> |
| <u>20</u> | <p><u>Seven Presidents Park</u> <u>215 Ocean Avenue North, Long Branch, NJ</u> 8-cubic yard container with hinged cover. Five (5) containers, three (3) pickups per week, on Mondays, Wednesday, and Fridays, 1 May through 30 Sept.</p> |
| <u>21</u> | <p><u>Shark River Golf Course</u> <u>328 Old Corlies Avenue, Neptune, NJ</u> 8-cubic yard container with hinged cover. One (1) container, one (1) pickup per week</p> |
| <u>22</u> | <p><u>Shark River Park</u> <u>1101 Schoolhouse Road, Wall, NJ 07753</u> 6-cubic yard container with hinged cover. Two (2) containers, Two (2) pickups per week</p> |

| | |
|-----------|---|
| <u>23</u> | <p><u>Sunnyside Recreation Area</u> <u>628 Middletown-Lincroft Road, Middletown, NJ</u> 4-cubic yard container with hinged cover. One (1) container, one (1) pickup per week</p> |
| <u>24</u> | <p><u>Tatum Park</u> <u>140 Holland Road, Middletown, NJ</u> 8-cubic yard container with hinged cover. One (1) container, one (1) pickup per week 1 Jan through 30 April; and 1 Nov through 31 Dec.</p> |
| <u>25</u> | <p><u>Tatum Park</u> <u>140 Holland Road, Middletown, NJ</u> 8-cubic yard container with hinged cover. One (1) container, two (2) pickup per week 1 May through 31 Oct</p> |
| <u>26</u> | <p><u>Thompson Park</u> <u>805 Newman Springs Road, Lincroft, NJ</u> 8-cubic yard container with hinged covers. Two (2) containers, two (2) pickups per week</p> |
| <u>27</u> | <p><u>Turkey Swamp Park</u> <u>66 Nomoco Road, Freehold, NJ</u> 8-cubic yard container with hinged cover. Two (2) containers, Two (2) pickups per week</p> |
| <u>28</u> | <p><u>Wolf Hill Recreation Area</u> <u>1203 Eatontown Boulevard, Eatontown, NJ</u> 8-cubic yard container with hinged cover. One (1) container, one (1) pickup per week</p> |

D. The foregoing includes best estimates as to the appropriate container size and pickup frequency for each location. If MCPS determines that a change in container size and/or pickup frequency is required, or MCPS adds a new pickup location or eliminates a pickup location, the Contractor shall, after notification from MCPS, promptly adjust to accommodate the change and submit an invoice with any necessary adjustments.

E. The Contractor shall be responsible for being on-call and completing additional solid waste pickups within 24 hours of notification from MCPS. On-call services are typically requested when an area’s container becomes filled and container space is required before the next regularly scheduled pickup. Contractor shall be compensated for each on-call pick-up at the Per-Pickup Unit Price as set forth in the bid.

F. To the extent this section defines Service on a frequency basis (e.g. # of pickups per month), it is presumed that the Contractor will complete pickups on a relatively evenly-spaced basis, to allow for maximum utility (e.g., two-pickups per month will be completed on an approximately bi-weekly basis, not on two successive days each calendar month). MCPS reserves the right to provide further specificity to the Contractor regarding spacing of service during the course of the Contract.

5.3.2 ROLL-OFF CONTAINER SERVICE

A. The Contractor shall provide roll-off container service for the collection of Designated Collected Solid Waste and/or assorted beach debris as specified herein, including collection and changeover in the frequency specified for each MCPS location. To provide this service, the Contractor shall furnish 30-cubic yard open containers, and complete pick-ups up to five (5) tons in weight. The Contractor may bill on a per-ton basis for any weight in excess of five (5) tons.

B. The Contractor shall furnish the following containers and complete pick-ups based upon the corresponding level of service listed:

East Freehold Showgrounds (Area 414), 1500 Kozloski Road, Freehold, NJ

Container: **30-cubic yard container**, to be delivered upon notification from MCPS, throughout the year, for collection of Designated Collected Solid Waste; left on site.

Service: During the period of the Monmouth County Fair (5 day duration), at least three (3) units will be needed at one time, with a possibility of four (4) changeovers, with changeover required on Saturday. An estimated 14 pickups are to be made.

Monmouth Cove Marina (Area 433), 200 Port Monmouth Road, Port Monmouth, NJ

Container: **30-cubic yard container**, to be delivered upon notification from MCPS, throughout the year, for beach debris, including creosoted timbers, pilings, assorted flotsam and jetsam left on site.

Service: Pickup and return of container on a phone call basis from MCPS. An estimated 12 pickups are to be made.

Seven Presidents Park (Area 420), 215 Ocean Avenue North, Long Branch, NJ

Container: **30-cubic yard container**, to be delivered upon notification from MCPS, throughout the year, for beach debris, including creosoted timbers, pilings, assorted flotsam and jetsam; left on site.

Service: Pickup and return of container on a phone call basis from MCPS. An estimated 15 pickups are to be made. Container must have neat, presentable exterior, as per park manager, because it is in view of neighboring properties.

C. Bidders shall bid a Per Pickup Unit Price for each of the three above locations, including: (1) the price per pickup, which shall include up to five (5) tons in weight; and (2) the price per ton in overage above five (5) tons in weight. For purposes of this bid, the Bid Units are calculated based upon an estimated three (3) tons in overage for each pickup.

The Per Pickup Unit Prices shall be multiplied by the number of Bid Units (for pickups, the

estimated pickups per year; for overage, the estimated pickups per year times an estimated three (3) tons in overage per pickup), resulting in a “Total Rate” price for that specified service. Each of the Total Rate prices shall be added together to calculate the Lump Sum Price.

D. Once awarded the Contract, the Contractor shall bill MCPS for each pickup that is completed, and will be paid on a per-pickup and per-ton overage basis, based upon the Per Pickup Unit Prices that it bid for the specified service. The Lump Sum Price will be used only for purposes of calculating comparative bid amounts (i.e. determining the lowest responsible bidder) and the pricing of the bid bond and performance bond, and does not constitute a fixed amount for performance under this contract. Instead, performance will be compensated based upon the actual number of pickups and per-ton overage for each service, priced at the Per-Pickup Unit Price bid by the Contractor.

E. The foregoing includes best estimates as to the number of pickups and overage for each location. If MCPS determines that a change in pickup frequency is required, or MCPS adds a new pickup location or eliminates a pickup location, the Contractor shall, after notification from MCPS, promptly adjust to accommodate the change and submit an invoice with any necessary adjustments.

5.3.3 SINGLE-STREAM RECYCLING SERVICE

A. The Contractor shall provide Single Stream recycling collection service of Designated Collected Recyclable Materials, including the furnishing of front-loading containers with hinged covers. Upon collection, the Contractor assumes all responsibility for the proper marketing of Designated Collected Recyclable Materials.

| Item | Service Location |
|-----------------|---|
| <u>1</u> | <u>Bel-Aire Golf Course</u> <u>1980 Hwy 34 at Allaire Road, Wall, NJ</u> 4-cubic yard container with hinged cover. One (1) container, one (1) pickup per month 1 Jan through 31 Mar, and 1 Oct through 31 Dec |
| <u>2</u> | <u>Bel-Aire Golf Course</u> <u>1980 Hwy 34 at Allaire Road, Wall, NJ</u> 4-cubic yard container with hinged cover. One (1) container, two (2) pickups per month 1 Apr through 30 Sept |
| <u>3</u> | <u>Big Brook Park</u> <u>521 Route 520 Marlboro, NJ</u> 6-cubic yard container with hinged cover. One (1) container, one (1) pickup per month 1 Jan through 31 May, and 1 Sept through 31 Dec |
| <u>4</u> | <u>Big Brook Park</u> <u>521 Route 520 Marlboro, NJ</u> 6-cubic yard container with hinged cover. One (1) container, two (2) pickups per month 1 June through 31 Aug |

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| <u>5</u> | <p><u>Charleston Springs Golf Course</u> <u>North Maintenance Yard</u> <u>201 Sweetmans Lane, Millstone, NJ</u> 6-cubic yard container with hinged cover. One (1) container, one (1) pickup per month 1 Jan through 31 Mar and 1 Nov through 31 Dec</p> |
| <u>6</u> | <p><u>Charleston Springs Golf Course</u> <u>North Maintenance Yard</u> <u>201 Sweetmans Lane, Millstone, NJ</u> 6-cubic yard container with hinged cover. One (1) container, one (1) pickup per week 1 Apr through 31 Oct</p> |
| <u>7</u> | <p><u>Charleston Springs Golf Course</u> <u>South Maintenance Yard</u> <u>77 Woodville Millstone, NJ</u> 6-cubic yard container with hinged cover. One (1) container, one (1) pickup per month 1 Jan through 31 Mar and 1 Nov through 31 Dec</p> |
| <u>8</u> | <p><u>Charleston Springs Golf Course</u> <u>South Maintenance Yard</u> <u>77 Woodville Millstone, NJ</u> 6-cubic yard container with hinged cover. One (1) container, one (1) pickup per week 1 Apr through 31 Oct</p> |
| <u>9</u> | <p><u>Crosswicks Creek Greenway</u> <u>91 Walnford Road, Upper Freehold Township, NJ</u> 4-cubic yard container with hinged cover. One (1) container, one (1) pickup per month</p> |
| <u>10</u> | <p><u>Dorbrook Recreation Area</u> <u>205 Route #537 East, Colts Neck, NJ</u> 8-cubic yard container with hinged cover. One (1) container, one (1) pickup per month 1 Jan through 30 Apr and 1 Oct through 31 Dec</p> |
| <u>11</u> | <p><u>Dorbrook Recreation Area</u> <u>205 Route #537 East, Colts Neck, NJ</u> 8-cubic yard container with hinged cover. One (1) container, one (1) pickup per week 1 May through 30 Sept</p> |
| <u>12</u> | <p><u>East Freehold Showgrounds</u> <u>1500 Kozloski Road, Freehold, NJ</u> 4-cubic yard container with hinged cover. One (1) container, one (1) pickup per month 1 Jan through 31 Mar and 1 Nov through 31 Dec</p> |
| <u>13</u> | <p><u>East Freehold Showgrounds</u> <u>1500 Kozloski Road, Freehold, NJ</u> 4-cubic yard container with hinged cover.</p> |

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| | One (1) container, two (2) pickups per month 1 Apr through 31 Oct |
| <u>14</u> | <u>Fort Monmouth Recreation Center</u> <u>2566 Guam Ln, Tinton Falls, NJ</u> 6-cubic yard container with hinged cover. One (1) container, one (1) pickup per week |
| <u>15</u> | <u>Freneau Woods Park</u> <u>360 Monastary Lane, Aberdeen Twp., NJ</u> 4-cubic yard container with hinged cover. One (1) container, one (1) pickup per week |
| <u>16</u> | <u>Hartshorne Woods</u> <u>254 Hartshorne Road, Locust, NJ</u> 6-cubic yard container with hinged cover. One (1) container, two (2) pickups per month 1 Jan through 30 Apr and 1 Sept through 31 Dec |
| <u>17</u> | <u>Hartshorne Woods</u> <u>254 Hartshorne Road, Locust, NJ</u> 6-cubic yard container with hinged cover. One (1) container, one (1) pickup per week 1 May through 31 Aug |
| <u>18</u> | <u>Holmdel Park</u> <u>845 Holmdel-Keyport Road, Holmdel, NJ</u> 6-cubic yard container with hinged cover. One (1) container one (1) pickup per month 1 Jan through 31 Mar and 1 Dec through 31 Dec |
| <u>19</u> | <u>Holmdel Park</u> <u>845 Holmdel-Keyport Road, Holmdel, NJ</u> 6-cubic yard container with hinged cover. One (1) container one (1) pickup per week 1 Apr through 30 Nov. |
| <u>20</u> | <u>Hominy Hill Golf Course</u> <u>92 Mercer Road, Colts Neck, NJ</u> 6-cubic yard container with hinged cover. One (1) container, one (1) pickup per month 1 Jan through 28 Feb and 1 Nov through 31 Dec |
| <u>21</u> | <u>Hominy Hill Golf Course</u> <u>92 Mercer Road, Colts Neck, NJ</u> 6-cubic yard container with hinged cover. One (1) container, one (1) pickup per week 1 Mar through 31 Oct |
| <u>22</u> | <u>Howell Park Golf Course</u> <u>225 Southard Avenue, Farmingdale, NJ</u> 6-cubic yard container with hinged cover One (1) container, one (1) pickup per month 1 Jan through 31 Mar and 1 Nov through 31 Dec |
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| <u>23</u> | <p><u>Howell Park Golf Course</u> <u>225 Southard Avenue, Farmingdale, NJ</u> 6-cubic yard container with hinged cover. One (1) container, one (1) pickup per week 1 Apr through 31 Oct</p> |
| <u>24</u> | <p><u>Manasquan Reservoir</u> <u>239 Windeler Road, Howell, NJ</u> 6-cubic yard container with hinged cover. One (1) container, one (1) pickup per month 1 Jan through 31 Mar and 1 Nov through 31 Dec</p> |
| <u>25</u> | <p><u>Manasquan Reservoir</u> <u>239 Windeler Road, Howell, NJ</u> 6-cubic yard container with hinged cover. One (1) container, one (1) pickup per week 1 Apr through 31 Oct</p> |
| <u>26</u> | <p><u>Monmouth Cove Marina</u> <u>200 Port Monmouth Road, Port Monmouth, NJ</u> 6-cubic yard container with hinged cover. One (1) container, one (1) pickup per month 1 Jan through 31 Mar and 1 Nov through 31 Dec</p> |
| <u>27</u> | <p><u>Monmouth Cove Marina</u> <u>200 Port Monmouth Road, Port Monmouth, NJ</u> 6-cubic yard container with hinged cover. One (1) container, two (2) pickups per month 1 Apr through 31 Oct</p> |
| <u>28</u> | <p><u>Pine Brook Golf Course</u> <u>364 Pine Brook Road, Englishtown, NJ</u> 4-cubic yard container with hinged cover. One (1) container, one (1) pickup per month 1 Jan through 31 May and 1 Sept through 31 Dec</p> |
| <u>29</u> | <p><u>Pine Brook Golf Course</u> <u>364 Pine Brook Road, Englishtown, NJ</u> 4-cubic yard container with hinged cover. One (1) container, two (2) pickups per month 1 June through 31 Aug</p> |
| <u>30</u> | <p><u>Seven Presidents Park</u> <u>215 Ocean Avenue North, Long Branch, NJ</u> 8-cubic yard container with hinged cover. One (1) container, one (1) pickup per month 1 Jan through 30 April; and 1 Oct through 31 Dec.</p> |
| <u>31</u> | <p><u>Seven Presidents Park</u> <u>215 Ocean Avenue North, Long Branch, NJ</u> 8-cubic yard container with hinged cover. Four (4) containers, one (1) pickup per week, 1 May through 30 Sept.</p> |
| <u>32</u> | <p><u>Shark River Golf Course</u></p> |

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| | <p><u>328 Old Corlies Avenue, Neptune, NJ</u> 4-cubic yard container with hinged cover. One (1) container, one (1) pickup per month 1 Jan through 31 May and 1 Nov through 31 Dec</p> |
| <u>33</u> | <p><u>Shark River Golf Course</u> <u>328 Old Corlies Avenue, Neptune, NJ</u> 4-cubic yard container with hinged cover. One (1) container, one (1) pickup per week 1 Apr through 31 Oct</p> |
| <u>34</u> | <p><u>Shark River Park</u> <u>1101 Schoolhouse Road, Wall, NJ 07753</u> 6-cubic yard container with hinged cover. One (1) containers, one (1) pickup per month 1 Jan through 31 Mar and 1 Oct through 31 Dec</p> |
| <u>35</u> | <p><u>Shark River Park</u> <u>1101 Schoolhouse Road, Wall, NJ 07753</u> 6-cubic yard container with hinged cover. One (1) containers, one (1) pickup per week 1 Apr through 30 Sept</p> |
| <u>36</u> | <p><u>Sunnyside Recreation Area</u> <u>628 Middletown-Lincroft Road, Middletown, NJ</u> 4-cubic yard container with hinged cover. One (1) container, one (1) pickup per month</p> |
| <u>37</u> | <p><u>Tatum Park</u> <u>140 Holland Road, Middletown, NJ</u> 8-cubic yard container with hinged cover. One (1) container, one (1) pickup per month 1 Jan through 30 Apr and 1 Nov through 31 Dec</p> |
| <u>38</u> | <p><u>Tatum Park</u> <u>140 Holland Road, Middletown, NJ</u> 8-cubic yard container with hinged cover. One (1) container, two (2) pickups per month 1 May through 31 Oct</p> |
| <u>39</u> | <p><u>Thompson Park</u> <u>805 Newman Springs Road, Lincroft, NJ</u> 8-cubic yard container with hinged covers. Two (2) containers, one (1) pickup per week</p> |
| <u>40</u> | <p><u>Turkey Swamp Park</u> <u>66 Nomoco Road, Freehold, NJ</u> 6-cubic yard container with hinged cover. One (1) container, one (1) pickup per month 1 Jan through 31 Mar and 1 Nov through 31 Dec</p> |
| <u>41</u> | <p><u>Turkey Swamp Park</u> <u>66 Nomoco Road, Freehold, NJ</u> 6-cubic yard container with hinged cover. One (1) container, one (1) pickup per week</p> |

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| | 1 Apr through 31 Oct |
| <u>42</u> | <u>Wolf Hill Recreation Area</u> <u>1203 Eatontown Boulevard, Eatontown, NJ</u> 4-cubic yard container with hinged cover. One (1) container, two (2) pickups per month |

B. The foregoing includes best estimates as to the appropriate container size and pickup frequency for each location. If MCPS determines that a change in container size and/or pickup frequency is required, or MCPS adds a new pickup location or eliminates a pickup location, the Contractor shall, after notification from MCPS, promptly adjust to accommodate the change and submit an invoice with any necessary adjustments.

C. The Contractor shall be responsible for being on-call and completing additional recycling pickups within 24 hours of notification from MCPS. On-call services are typically requested when an area's container becomes filled and container space is required before the next regularly scheduled pickup. Contractor shall be compensated for each on-call pick-up at the Per-Pickup Unit Price as set forth in the bid.

D. To the extent this section defines Service on a frequency basis (e.g. # of pickups per month), it is presumed that the Contractor will complete pickups on a relatively evenly-spaced basis, to allow for maximum utility (e.g., two-pickups per month will be completed on an approximately bi-weekly basis, not on two successive days each calendar month). MCPS reserves the right to provide further specificity to the Contractor regarding spacing of service during the course of the Contract.

5.4. CONTAINERS

A. The terms in this Section shall apply to all services set forth in Section 5.3. To the extent of any inconsistency between the terms of this Section and Section 5.3, the terms of Section 5.3 shall govern.

B. All containers provided by the Contractor shall conform to New Jersey Department of Environmental Protection and ANSI (American National Standards Institute) Z245.30 Safety Standards and the ANSI Z245.60 Waste Container Compatibility Dimension Standards or their latest equivalent as appropriate and shall be maintained as required under N.J.A.C. 7:26 et seq.

C. All containers shall be front loading. Rear loading containers are specifically prohibited.

D. Containers shall be properly labeled as to their contents so as to limit cross contamination of recyclables and solid waste.

E. All solid waste and recycling containers provided by the Contractor shall be uniform in design and freshly painted and cleaned prior to being placed into service.

F. When determined to be necessary by MCPS, the Contractor shall be required to repaint/repair or replace front load Containers within seven (7) days of receiving such notice. There shall be no additional charge for this service.

G. The Contractor shall place all Containers within designated areas where required.

H. The Contractor shall clean up any spillage or overflow which occurs from any Container serviced by the Contractor.

I. The Contractor is not required to render service if the presence of any interference prevents access to any Container(s) and/or poses a threat to the Contractor or the Contractor's employees or agents.

J. If the Contractor is unable to perform in accordance with the collection schedule due to a violation of the above conditions, MCPS shall not hold the Contractor responsible.

K. The Contractor shall contact MCPS prior to making such a determination for consultation on said matter.

L. The Contractor shall make the pick up as soon as possible, but no later than twenty-four (24) hours, after the problem that prevented pick-up is rectified.

M. The Contractor is not required to collect Designated Collected Solid Waste that is placed outside of solid waste containers.

N. The Contractor is not required to collect Designated Collected Recyclable Materials that are placed outside of the recycling containers.

O. The Contractor shall maintain ownership of the containers, and shall be responsible for removal of the containers at the conclusion of this contract.

P. MCPS reserves the right to request a modification to container sizes throughout the term of this contract. Upon written request, Contractor shall replace a container size within fifteen (15) days.

5.5. COLLECTION SCHEDULE

All collection services as described in these specifications shall be performed at the times/intervals specified in Section 6.8. Because many MCPS facilities are open 365 days per year, the Contract does not specify any holidays upon which collection is not required. Contractor may elect to observe any holiday that is also observed by the County of Monmouth, and in each such instance the Contractor shall complete collection on the next calendar day that is not a County-observed holiday that the Contractor elects to observe.

5.6. SOLID WASTE DISPOSAL

A. All Designated Collected Solid Waste collected within the Monmouth County Park System shall be disposed of in accordance with the Monmouth County Solid Waste Management Plan. For the term of this contract, all waste collected pursuant to the terms of this Contract shall be disposed of at the Monmouth County Reclamation Center, 6000 Asbury Avenue, Tinton Falls, NJ 07753, 732-683-8686.

B. MCPS reserves the right to designate another Disposal Facility in accordance with the Monmouth County Solid Waste Management Plan or in the event the designated Disposal Facility is unable to accept waste. MCPS will assume all additional costs or benefits that are associated with such designation.

5.7. VEHICLES AND EQUIPMENT

A. All vehicles shall be registered with, and conform to the requirements of the New Jersey Department of Environmental Protection, in accordance with N.J.A.C. 7:26-3.1 et seq.

B. All solid waste collection vehicles shall be compaction types, completely enclosed and watertight. Subject to the prior approval of the Contract Administrator or his/her designee, the Contractor may employ equipment other than compaction type vehicles on streets whose dimensions or other conditions preclude the use of such vehicles. The Contractor shall utilize front loading vehicles.

C. All vehicles shall be maintained in good working order and shall be constructed, used and maintained so as to reduce unnecessary noise, spillage and odor. In addition, all vehicles shall be in good repair. All vehicles shall be clean and presentable. The Contract Administrator or his designee shall have the right to inspect all vehicles, at any time, during the term of this contract, and the Contractor shall comply with all reasonable requests relative to the maintenance and repair of said vehicles and other equipment used in the execution of this contract. All vehicles shall be equipped with a broom and shovel.

D. The Contract Administrator or his designee may order any of the Contractor's vehicles used in the performance of the Contract out of service if the vehicle is not maintained in accordance with the requirements of these Work Specifications. In such event, the Contractor shall replace such vehicle, at its sole cost and expense, with a conforming vehicle satisfactory to the Contract Administrator.

5.8. NAME ON VEHICLES

The name, address, service phone number of the Contractor shall be placed clearly and distinctly on both sides of all vehicles used in connection with collection services.

5.9. TELEPHONE FACILITIES AND EQUIPMENT

A. The Contractor must provide and maintain a telephone service to receive MCPS complaints or inquiries from the Contract Administrator or his designee. The Contractor shall ensure that the phone service is activated prior to the commencement of service.

B. Telephone service shall be maintained on all collection days, between the hours of 8:00 AM and 2:00 PM.

5.10. FAILURE TO COLLECT OR PERFORM

A. The Contractor shall report to the Contract Administrator or his/her designee, within one (1) hour of the start of the collection day, all cases in which severe weather conditions or any other uncontrollable circumstance precludes solid waste or recycling collection. In such cases, the Contractor shall collect solid waste or recycling no later than the next day, including Saturday.

B. Failure to perform services shall be determined if the Contractor makes a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of the Contractor's insolvency, or if the Contractor should persistently or repeatedly refuse to supply enough labor, material or equipment to maintain the established schedules of collection or if the Contractor should fail to make prompt payment for material or labor, or persistently disregard applicable laws, ordinances, or regulations, or otherwise be guilty of substantial violation of any provision of the Contract. In these circumstances, MCPS, may, without prejudice to any other right or remedy, terminate the Contract and at its discretion, rebid the same.

5.11. COMPLAINTS

A. The Contractor shall promptly and properly attend to all complaints of MCPS and all notices, directives and orders of the Contract Administrator or his/her designee within twenty-four (24) hours of receipt of same. The Contractor shall be required to maintain a log of all complaints received and the action taken to remedy the complaints. The Complaint log shall be available for inspection by MCPS.

B. The Contractor shall submit a copy of all complaints received and the action taken to MCPS.

5.12. SOLICITATION OF GRATUITIES

The Contractor shall ensure that no agent or employee shall solicit or receive gratuities of any kind for any of the work or services provided in connection with the contract.

5.13. INVOICE AND PAYMENT PROCEDURE & LIQUIDATED DAMAGES

A. The Contractor shall submit all invoices for collection and/or disposal services in accordance with the requirements of this section:

1. Within 30 days after the end of each calendar month during the term of the Contract during which the Contractor provided services as provided in these Bid Specifications, the Contractor will submit an invoice to MCPS for the preceding calendar month (the “Billing Month”).

2. Where the Contractor has paid the costs of disposal, the Contractor shall submit a separate invoice to MCPS for reimbursement.

B. MCPS shall pay all invoices within 60 days of receipt. MCPS will not be obligated to pay a defective invoice until the defect is cured by the Contractor. MCPS shall have 60 days from the date of receipt of the corrected invoice to make payment.

C. Invoices shall specify the number and type of vehicle used for collection in the contracting unit, the loads per truck, and the number of cubic yards and the tonnage of the material disposed of each day during the billing month. The tonnage for which MCPS shall be charged shall be the difference between the weight of the vehicle upon entering the Disposal Facility and the tare weight of the vehicle.

D. The Contractor shall submit an invoice setting forth the costs (including all taxes and surcharges) of disposal billed by or paid to the Disposal Facility. Where the Contractor has paid the costs of disposal, MCPS shall reimburse the Contractor for the actual quantity of waste disposed of based on the monthly submission of certified receipts from the Disposal Facility. The invoices shall specify the number and type of vehicle used for collection in the governing body; the number of cubic yards and the tonnage of the material disposed of each day during the billing month; and monthly receipts issued by the disposal facility showing:

1. The amount of the invoice;
2. The origin of the waste;
3. The truck license plate number;
4. The total quantity and weight of the waste; and
5. The authorized tipping rate plus all taxes and surcharges.

E. Where MCPS will pay the costs of disposal, the Disposal Facility shall bill MCPS directly for all costs (including taxes and surcharges).

F. The Contractor shall submit all invoices for solid waste and recycling collection. There shall be no separate charge for the marketing of Designated Collected Recyclable Materials under the terms of this Contract. The price bid for recycling services shall be net of any value of said materials received or any cost associated with the marketing of Designated Collected Recyclable Materials on the part of the Contractor.

5.14. COMPETENCE OF EMPLOYEES

The Contractor’s employees must be competent in their work, and if any person employed shall appear incompetent or disorderly, MCPS shall notify the Contractor and specify how the employee is incompetent or disorderly and the Contractor shall take steps to correct and remedy the situation, including disciplinary action if necessary. Any employee who drives or

will drive a vehicle in the course of the employee's employment pursuant to the Contract must possess a valid New Jersey driver's license for the type of vehicle operated.

5.15. SUPERVISION OF EMPLOYEES

The Contractor shall employ a Superintendent or Foreman who shall have full authority to act for the Contractor. The Contractor shall notify the Contract Administrator or his designee, in writing, that a Supervisor has been appointed. Such notification shall be given prior to beginning performance on the Contract. The Contractor shall promptly notify the Contract Administrator or his/her Designee, in writing, of any changes.

5.16. INSURANCE REQUIREMENTS

The Contractor shall take out and maintain in full force and effect at all times during the life of this Contract insurance in conformance with the requirements of N.J.A.C. 7:26H-6.17. In accordance with these regulations, Contractor shall furnish insurance as follows:

A. The following insurances shall be purchased and maintained during the life of the contract at the corresponding levels:

1. Workers' compensation with unlimited coverage and in accordance with New Jersey law for employer's liability.

2. Comprehensive general and contractual liability insurance coverage, the policies to include personal liability, property, contractual liability, explosion, collapse and underground hazard coverage, and completed operations coverage for the term of the contract, bodily injury liability limits of \$1,000,000 each person and property damage liability limits, of \$3,000,000 each occurrence

3. For comprehensive automobile liability insurance coverage, bodily injury liability limits of \$500,000 each person and \$1,000,000 each occurrence, and property damage liability limits of \$1,000,000 each occurrence.

B. The insurance certificate shall list the "County of Monmouth" and the "Monmouth County Board of Recreation Commissioners" as additional insured on the comprehensive general contractual liability, automobile liability, and umbrella policies.

C. Each insurance policy shall contain a provision stating that neither the insured, nor the insurer may cancel, materially change, or refuse renewal without 30 days prior written notice to the contract administrator. All insurance required under this Contract shall remain in full force and effect until the final contract payment.

D. Each insurance policy shall provide that neither the Contractor, nor its insurer, shall have any right to subrogation against either the County of Monmouth or the Monmouth County Board of Recreation Commissioners. Each insurance policy shall provide primary coverage for any and all losses and shall be drafted so as to protect all of the parties.

5.17. CERTIFICATES

Upon notification by MCPS, the lowest responsible bidder(s) shall supply to the Contract Administrator, within five days of notification, a Certificate of Insurance as proof that the insurance policies required by these specifications are in full force and effect.

5.18. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County of Monmouth and the Monmouth County Board of Recreation Commissioners, including their respective elected and appointed officials, representatives, employees and agents (hereafter, the “Indemnitees”), from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by the Indemnitees on any of the aforesaid claims that may result or arise directly or indirectly, from or by reason of the performance of the contract or from any act or omission by the Contractor, its agents, servants, employees or subcontractors and that results in any loss of life or property or in any injury or damage to persons or property.

5.19. EMPLOYEE WAGE REPORTING

The Contractor and any Subcontractor thereof engaged under a Contract pursuant to this specification is subject to and shall comply with the provisions of N.J.S.A. 34:11-68 with respect to record keeping of all individuals engaged in the collection or transportation of solid waste or recyclable material, excluding recycled or reclaimed asphalt or concrete, collected under this Contract as follows:

A. The Contractor shall keep an accurate record showing the name, the actual hourly rate of wages paid to, and the actual daily, overtime and weekly hours worked by, each individual engaged in the collection and transportation work done under the Contract, and any other records deemed necessary by the Commissioner for the enforcement of wage payments. In addition the records shall be preserved for two years from the date of payment. The record shall be open at all reasonable hours to the inspection of MCPS awarding the Contract, any other party to the Contract, and the Commissioner.

B. The Contractor or Subcontractor shall submit a certified payroll record showing only the name, the actual hourly rate of wages paid to, and the actual daily, overtime and weekly hours worked by each individual engaged in the collection and transportation work done under the Contract, in a form satisfactory to the Commissioner, to MCPS for each payroll period not more than 10 days after the payment of wages. Reporting under this section may be fulfilled by using the N.J. Department of Labor and Workforce Development’s “Payroll Certification for Public Works Project” and completing columns 1-5 for each covered employee. The certification shall be submitted to:

Monmouth County Park System
Headquarters Building
Thompson Park
805 Newman Springs Road
Lincroft, NJ 07738

C. By entering into a contract, the Contractor acknowledges the provisions of N.J.S.A. 34:11-68 with regard to the authority of the Commissioner of the Department of Labor and Workforce Development to investigate the Contractor or Subcontractor's wages and any penalties that may result from failure to comply.

6. BIDDING DOCUMENTS

6.1. BIDDING DOCUMENTS CHECKLIST

| | <i>Section</i> | <i>Description</i> |
|----------|----------------|--|
| ____ 1. | 6.2 | Photocopies of bidder’s certificate of public convenience and necessity and an approval letter in conformance with <u>N.J.S.A. 13:1E-126, et seq.</u> |
| ____ 2. | 6.3 | Statement of Bidder’s Qualifications, Experience, and Financial Ability |
| ____ 3. | 6.4 | Bid Guarantee in the form of an original Bid Bond, Certified Check, or Cashier’s Check in the proper amount payable to the Monmouth County Board of Recreation Commissioners |
| ____ 4 | 6.5 | Stockholder Statement of Ownership |
| ____ 5. | 6.6 | Non-Collusion Affidavit |
| ____ 6. | 6.7 | Original Consent of Surety |
| ____ 7. | 6.8 | Bid Proposal |
| ____ 8. | 6.9 | Acknowledgment of Receipt of Addenda (if applicable) |
| ____ 9. | 6.10 | Business Registration Certificate (required prior to Contract award) |
| ____ 10 | 6.11, 7.5 | Affirmative Action Documentation (required prior to signing Contract) |
| ____ 11. | 6.12 | Disclosure of Investment Activities in Iran (required prior to Contract award) |
| ____ 12. | 6.13 | Contact Person (required prior to signing Contract) |
| ____ 13. | 7.3 | Vehicle Dedication Affidavit (required prior to signing Contract) |
| | | |

Name of Firm or Individual **Title**

Signature **Date**

**6.2. CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY/
A-901 APPROVAL LETTER**

Name: _____

Complete Address: _____

Telephone Number: _____

Certificate Number: _____

Date: _____

**ATTACH A PHOTO-COPY OF CERTIFICATE OF PUBLIC CONVENIENCE
AND NECESSITY TOGETHER WITH A PHOTO - COPY OF A-901 APPROVAL
LETTER**

6.3. STATEMENT OF BIDDER'S QUALIFICATIONS, EXPERIENCE, AND FINANCIAL ABILITY

AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF _____

} SS: FURNISHING AND DELIVERY OF
SOLID WASTE COLLECTION SERVICE, ROLL-OFF
CONTAINER SERVICE, AND SINGLE-STREAM
RECYCLING COLLECTION AND MARKETING
SERVICE

I, _____, am the _____
[NAME OF AFFIANT] [IDENTIFY RELATIONSHIP TO BIDDER]

of the _____, and being duly sworn, I depose and say:
[Name of Bidder]

1. All of the answers set forth in the Questionnaire are true and each question is answered on the basis of my personal knowledge.

2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing MCPS to award to _____ [NAME OF BIDDER] a contract pursuant to the above-captioned bid in the event said bidder is the lowest responsible bidder on the basis of the bid proposal which is submitted herewith.

3. I understand and agree that MCPS will rely upon the information provided in the Questionnaire in determining the lowest, responsible bidder to be awarded the contract.

4. I also understand and agree that MCPS may reject the bid proposal in the event that the answer to any of the foregoing questions is false.

5. I do hereby authorize MCPS, or any duly authorized representative thereof, to inquire about or to investigate the answer to any question provided in the Questionnaire, and I further authorize any person or organization that has knowledge of the facts supplied in such statement to furnish MCPS with any information necessary to verify the answers given.

Name of Firm or Individual **Title**

Signature **Date**

Subscribed and sworn to before me this
_____ day of _____, 20__.

Notary Public of

My Commission expires _____, 20__.

Note: A partnership must give firm name and signature of all partners. A corporation must give full corporate name and signature of official, and the corporate seal affixed.

QUESTIONNAIRE

This questionnaire must be filled out and submitted as part of the Bid Proposal in response to this bid. Failure to complete this form or to provide any of the information required herein shall result in rejection of the Bid Proposal.

Answers should be typewritten or printed neatly in black or blue ink. Answers must be legible. Any answer that is illegible or unreadable will be considered incomplete. If additional space is required, the bidder shall add additional sheets and identify clearly the question being answered.

1. How many years has the bidder been in business as a Contractor under your present name?
2. List any other names under which the bidder, its partners or officers have conducted business in the past five years.
3. Has the bidder failed to perform any contract awarded to it by MCPS under its current or any past name in the past five years? If the answer is “Yes”, state when, where and why. A complete explanation is required.
4. Has any officer or partner of the bidder’s business ever failed to perform any contract that was awarded to him/her as an individual by MCPS in the past five years? If the answer is “Yes”, state when, where and why. A complete explanation is required.
5. List all public entity contracts which the bidder or its partners is now performing or for which contracts have been signed, but work not begun. Give the name of the municipality or owner, the amount of the contract and the number of years the contract covers.
6. List the public entity solid waste and recycling collection contracts that the bidder has completed within the last five years. Give detailed answers to questions below relating to this subject.
 - (a) Name of contracting unit;
 - (b) Approximate population of contracting unit;
 - (c) Term of contract from to ;
 - (d) How were the materials collected?
 - (e) Give location of disposal site or sites and methods used in the disposal of solid waste;
 - (f) Name and telephone number of Contract Administrator or some other official in charge of collection and disposal.

7. State all equipment owned by and/or available to the bidder for use in solid waste and recycling described in the Work Specifications. Include the make of each vehicle, the year of manufacture, the capacity, years of service, present condition and the type and size of the truck bodies.
8. Where can this equipment described above be inspected?
9. Identify all equipment that is not presently owned or leased by the bidder that will be necessary to perform the services in accordance with the Work Specifications.
10. Describe how you will obtain such equipment if you are awarded the contract. If such equipment is to be leased, provide the name, address and phone number of the lessor. If the equipment is to be purchased, provide the name, address and phone number of the seller.
11. If the equipment to be leased or purchased is not located at the address(s) given above in answer 8, identify where the equipment can be inspected.
12. List the name and address of three credit or bank references.
13. Supply the most recent Annual Report, as required to be filed with the Department of Environmental Protection. In accordance with N.J.S.A. 40A:11-13(f), the bidder shall additionally submit a financial statement if a financial statement is Federally required as a condition upon the awarding of a monetary grant to be used for the purchase, contract or agreement.
14. Additional remarks.

6.4. BID GUARANTY

Attach an original Bid Bond in the form described below, Certified Check, or Cashier's Check in the proper amount payable to the Monmouth County Board of Recreation Commissioners.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____, as Principal(s); and _____, as Surety, are hereby held and firmly bound unto the **BOARD OF RECREATION COMMISSIONERS** in the penal sum of: _____ Dollars [\$_____], for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 20____.

The condition of the above obligation is such that, whereas the Principal(s) have submitted to the Board of Recreation Commissioners a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for **SOLID WASTE COLLECTION SERVICE, ROLL-OFF CONTAINER SERVICE, AND SINGLE-STREAM RECYCLING COLLECTION AND MARKETING SERVICE**

NOW, THEREFORE,

(A) If said Bid shall be rejected, or, in the alternate,

(B) If said Bid shall be accepted and the Principal(s) shall execute and deliver a contract in the required form (properly completed in accordance with said Bid and the Bidding Documents) and shall furnish a bond for the faithful performance of said contract,

Then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation, as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extension of time within which the Board of Recreation Commissioners may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal(s) and the Surety have hereto set their respective hands and seals and have caused these presents to be signed by their proper officers, as of the day and year set forth above.

| | |
|---------------|------------------|
| Surety: _____ | Principal: _____ |
| By: _____ | By: _____ |
| Attest: _____ | Attest: _____ |

6.5. STOCKHOLDERS DISCLOSURE STATEMENT/STATEMENT OF CORPORATE OWNERSHIP
N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

C A U T I O N

REGARDING STATEMENT OF OWNERSHIP

The enclosed Statement of Ownership form must be properly completed in accordance with the requirements of *N.J.S.A. 52:25-24.2*.

The disclosure of all beneficial owners who own ten (10) percent or more of any entity shall be continued in Part II, Part III, and on additional sheets (if applicable), until all natural persons are identified, or it is otherwise disclosed that there is no further breakdown of beneficial owners greater than or equal to ten (10) percent.

For example, if your company “Company A” (“the Contractor”), is entirely owned by “Company B”, you must disclose the names and addresses of the owners of 10% or more of “Company B”. Furthermore, if “Company C” owns 10% or more of “Company B”, you must disclose the names and addresses of the owners of 10% or more of “Company C”. You must continue this breakdown until ALL owners (i.e. natural persons) of 10% or more have been disclosed. Please refer to the sample page for a breakdown of ownership attachment for Part II.

Please be advised that, for the purposes of completing this form, all “owners” shall be considered to be: individual persons, partnerships, limited partnerships, limited liability partnerships, limited liability companies, sub-chapter S-corporations, C-corporations, statutory trusts, business trusts or associations, real estate investment trusts, common-law trusts, national associations, or any other unincorporated business, whether organized under the laws of this State or under the laws of any other state or territory of the United States or the District of Columbia, the United States or any foreign country or other foreign jurisdiction pursuant to *N.J.S.A. 52:25-24.2*.

If ownership is not properly disclosed, your bid **must be rejected**, as required by *N.J.S.A. 40A:11-23.2*. **Mistakes cannot be cured after bids are received.**

STATEMENT OF OWNERSHIP

(N.J.S.A. 52:25-24.2)

Part I - The CONTRACTOR is (check one):

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Corporation (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other, Please List _____

Part II – The CONTRACTOR certifies that (check all boxes that apply):

The list below contains the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, or of all members in the limited liability company who own 10% or greater interest therein
(COMPLETE THE LIST BELOW)

Name: _____ Address: _____

Name: _____ Address: _____

Name: _____ Address: _____

Check here if additional sheets are attached. Refer to sample attachment **OR**

No one stockholder in the corporation owns 10% or more of its stock, of any class, or no individual partner in the partnership owns a 10% or greater interest therein, or no member in the limited liability company owns a 10% or greater interest therein (**SKIP TO PART IV - CERTIFICATION**)

Part III – DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a contractor has a direct or indirect parent entity which is publicly traded, and any person that holds a 10% or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) and page numbers containing the last annual filing(s) with the federal SEC (or foreign equivalent) that clearly list such persons.

WEBSITE (URL) _____

Part IV: CERTIFICATION

CONTRACTOR NAME: _____

SIGNATURE: _____

PRINT NAME &

TITLE: _____ **DATE:** _____

Revised 4/8/2021

**ATTACHMENT TO STATEMENT OF OWNERSHIP SAMPLE
REGARDING “Your Company Name A” (the “Contractor”)**

“Your Company Name A” is wholly owned by “Company B”. “Company B” is wholly owned by “Company C”. “Company C” is wholly owned by “Company D”. “Company D” is a publicly traded company on the XYZ Stock Exchange.

Company B
123 Main St.
Anytown, NJ 01000

Company C
456 Center St.
Anycity, NY 02000

Company D
SE-12345
Europe 21

No individual person, pursuant to the Statement of Ownership in accordance with the requirements of *N.J.S.A 52:25-24.2* as set forth in the Bid Documents, owns a 10% or greater interest in “Company D”.

6.6. NON-COLLUSION AFFIDAVIT

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

STATE OF _____)

ss:

COUNTY OF _____)

Re: FURNISHING AND DELIVERY OF SOLID WASTE COLLECTION SERVICE, ROLL-OFF CONTAINER SERVICE, AND SINGLE-STREAM RECYCLING COLLECTION AND MARKETING SERVICE

I, _____ (name of signer) of full age, being duly sworn according to law, on my oath depose and say:

I am the _____ (title) of _____ (name of bidder), a bidder for the above named project, and that I executed the said bid with full authority so to do; that the 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 the bid 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 the bid and in the statements contained in this affidavit in awarding a contract for the 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 my firm for the purpose of securing business.

Signed: X _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public of

My commission expires _____, 20__.

6.7. CONSENT OF SURETY

SAMPLE WORDING FOR CONSENT OF SURETY

WHICH MUST BE ISSUED AND SIGNED BY YOUR BONDING COMPANY

It is hereby understood and agreed that _____ will become surety on the
Name of Surety Company

bond of the _____, for the work described above provided the
Principal/Bidder

principal is the successful bidder. If the contract is awarded to the Principal, _____
Name of Surety Co.

will issue the required bond(s) for said work in the full amount of said contract.

**NOTE: AN ORIGINAL CONSENT OF SURETY MUST ACCOMPANY YOUR BID
OR IT WILL BE IMMEDIATELY REJECTED.**

6.8. PROPOSAL

This proposal is to provide Solid Waste Collection Service, Roll-Off Container Service, and Single-Stream Recycling Collection and Marketing Service beginning March 1, 2023

Monmouth County Park System

I or We _____

of _____

[Street Address]

[City, State, Zip]

hereby agree to provide complete performance in accordance with the Contract and Specifications for the Prices listed on the Proposal Sheets.

NOTE: Bidders are required to sign all Proposal sheets.

Affix seal if a corporation.

Signature

Title: _____

6.8.1 BID FORM FOR SOLID WASTE COLLECTION SERVICE

| Item | Service Location | Monthly Price |
|------------------|---|----------------------|
| <u>1</u> | <u>Bel-Aire Golf Course</u> <u>1980 Hwy 34 at Allaire Road, Wall, NJ</u> 8-cubic yard container with hinged cover. One (1) container, one (1) pickup per week | |
| <u>2</u> | <u>Big Brook Park</u> <u>521 Route 520 Marlboro, NJ</u> 6-cubic yard container with hinged cover. One (1) container, one (1) pickup per week | |
| <u>3</u> | <u>Charleston Springs Golf Course</u> <u>North Maintenance Yard</u> <u>201 Sweetmans Lane, Millstone, NJ</u> 6-cubic yard container with hinged cover. One (1) container, two (2) pickups per week | |
| <u>4</u> | <u>Charleston Springs Golf Course</u> <u>South Maintenance Yard</u> <u>77 Woodville Millstone, NJ</u> 6-cubic yard container with hinged cover. One (1) container, two (2) pickups per week | |
| <u>5</u> | <u>Crosswicks Creek Greenway</u> <u>91 Walnford Road, Upper Freehold Township, NJ</u> 4-cubic yard container with hinged cover. One (1) container, one (1) pickup per week | |
| <u>6</u> | <u>Dorbrook Recreation Area</u> <u>205 Route #537 East, Colts Neck, NJ</u> 8-cubic yard container with hinged cover. Two (2) containers, Two (2) pickups per week | |
| <u>7</u> | <u>East Freehold Showgrounds</u> <u>1500 Kozloski Road, Freehold, NJ</u> 8-cubic yard container with hinged cover. One (1) container, one (1) pickup per week | |
| <u>8</u> | <u>Fort Monmouth Recreation Center</u> <u>2566 Guam Ln, Tinton Falls, NJ</u> 8-cubic yard container with hinged cover. One (1) container, one (1) pickup per week | |
| <u>9</u> | <u>Freneau Woods Park</u> <u>360 Monastary Lane, Aberdeen Twp., NJ</u> 6-cubic yard container with hinged cover. One (1) container, one (1) pickup per week | |
| <u>10</u> | <u>Hartshorne Woods</u> <u>254 Hartshorne Road, Locust, NJ</u> 8-cubic yard container with hinged cover. One (1) container, one (1) pickup per week | |

| | | |
|-----------|---|--|
| <u>11</u> | <p><u>Holmdel Park</u> <u>845 Holmdel-Keyport Road, Holmdel, NJ</u> 8-cubic yard container with hinged cover. One (1) container, one (1) pickup per week 1 Jan through 31 Mar; and 1 Dec through 31 Dec.</p> | |
| <u>12</u> | <p><u>Holmdel Park</u> <u>845 Holmdel-Keyport Road, Holmdel, NJ</u> 8-cubic yard container with hinged cover. Three (3) containers, two (2) pickups per week 1 Apr through 30 Nov.</p> | |
| <u>13</u> | <p><u>Hominy Hill Golf Course</u> <u>92 Mercer Road, Colts Neck, NJ</u> 6-cubic yard container with hinged cover. One (1) container, two (2) pickups per week</p> | |
| <u>14</u> | <p><u>Howell Park Golf Course</u> <u>225 Southard Avenue, Farmingdale, NJ</u> 6-cubic yard container with hinged cover. One (1) container, two (2) pickups per week</p> | |
| <u>15</u> | <p><u>Manasquan Reservoir</u> <u>239 Windeler Road, Howell, NJ</u> 8-cubic yard container with hinged cover. One (1) container, two (2) pickups per week</p> | |
| <u>16</u> | <p><u>Monmouth Cove Marina</u> <u>200 Port Monmouth Road, Port Monmouth, NJ</u> 8-cubic yard container with hinged cover. Two (2) containers, one (1) pickup per week 1 Jan through 30 April; and 1 Nov through 31 Dec.</p> | |
| <u>17</u> | <p><u>Monmouth Cove Marina</u> <u>200 Port Monmouth Road, Port Monmouth, NJ</u> 8-cubic yard container with hinged cover. Two (2) containers, two (2) pickups per week 1 May through 31 Oct</p> | |
| <u>18</u> | <p><u>Pine Brook Golf Course</u> <u>364 Pine Brook Road, Englishtown, NJ</u> 8-cubic yard container with hinged cover. One (1) container, one (1) pickup per week</p> | |
| <u>19</u> | <p><u>Seven Presidents Park</u> <u>215 Ocean Avenue North, Long Branch, NJ</u> 8-cubic yard container with hinged cover. One (1) container, one (1) pickup per week 1 Jan through 30 April; and 1 Oct through 31 Dec.</p> | |
| <u>20</u> | <p><u>Seven Presidents Park</u> <u>215 Ocean Avenue North, Long Branch, NJ</u> 8-cubic yard container with hinged cover. Five (5) containers, three (3) pickups per week,</p> | |

| | | | |
|------------------------------|--|------------------|------------------|
| | on Mondays, Wednesday, and Fridays, 1 May through 30 Sept. | | |
| <u>21</u> | <u>Shark River Golf Course</u> <u>328 Old Corlies Avenue, Neptune, NJ</u> 8-cubic yard container with hinged cover. One (1) container, one (1) pickup per week | | |
| <u>22</u> | <u>Shark River Park</u> <u>1101 Schoolhouse Road, Wall, NJ 07753</u> 6-cubic yard container with hinged cover. Two (2) containers, Two (2) pickups per week | | |
| <u>23</u> | <u>Sunnyside Recreation Area</u> <u>628 Middletown-Lincroft Road, Middletown, NJ</u> 4-cubic yard container with hinged cover. One (1) container, one (1) pickup per week | | |
| <u>24</u> | <u>Tatum Park</u> <u>140 Holland Road, Middletown, NJ</u> 8-cubic yard container with hinged cover. One (1) container, one (1) pickup per week 1 Jan through 30 April; and 1 Nov through 31 Dec. | | |
| <u>25</u> | <u>Tatum Park</u> <u>140 Holland Road, Middletown, NJ</u> 8-cubic yard container with hinged cover. One (1) container, two (2) pickup per week 1 May through 31 Oct | | |
| <u>26</u> | <u>Thompson Park</u> <u>805 Newman Springs Road, Lincroft, NJ</u> 8-cubic yard container with hinged covers. Two (2) containers, two (2) pickups per week | | |
| <u>27</u> | <u>Turkey Swamp Park</u> <u>66 Nomoco Road, Freehold, NJ</u> 8-cubic yard container with hinged cover. Two (2) containers, Two (2) pickups per week | | |
| <u>28</u> | <u>Wolf Hill Recreation Area</u> <u>1203 Eatontown Boulevard, Eatontown, NJ</u> 8-cubic yard container with hinged cover. One (1) container, one (1) pickup per week | | |
| <u>LUMP SUM PRICE</u> | | | |
| | 4 yard container | 6 yard container | 8 yard container |
| Price per extra Pickup | | | |
| On as needed basis | | | |

6.8.2 BID FORM FOR ROLL-OFF CONTAINER SERVICE

| DESCRIPTION | PER PICKUP UNIT PRICE (PRICE PER PICKUP OR PRICE PER TON OVERAGE as specified) | BID UNITS (PICKUPS PER YEAR, OR PICKUPS PER YEAR x ESTIMATED 3 TONS PER PICKUP, AS PER BID SPECIFICATIONS) | TOTAL RATE (PER PICKUP UNIT PRICE x BID UNITS) |
|---|---|---|---|
| East Freehold Showgrounds (Area 414) | \$ per pickup | x 14 pickups/year | \$ |
| | \$ per ton overage | x 42 (14 pickups/year x estimated 3-ton overage per load) | \$ |
| Monmouth Cove Marina (Area 433) | \$ per pickup | x 12 pickups/year | \$ |
| | \$ per ton overage | x 36 (12 pickups/year x estimated 3-ton overage per load) | \$ |
| Seven Presidents Park (Area 420) | \$ per pickup | x 15 pickups/year | \$ |
| | \$ per ton overage | x 45 (15 pickups/year x estimated 3-ton overage per load) | \$ |
| LUMP SUM PRICE (SUM OF ALL TOTAL RATES) | | | \$ |

6.8.3 BID FORM FOR SINGLE STREAM RECYCLING SERVICE

| Item | Service Location | Monthly Price |
|-----------------|--|----------------------|
| <u>1</u> | <u>Bel-Aire Golf Course</u> <u>1980 Hwy 34 at Allaire Road, Wall, NJ</u> 4-cubic yard container with hinged cover. One (1) container, one (1) pickup per month 1 Jan through 31 Mar, and 1 Oct through 31 Dec | |
| <u>2</u> | <u>Bel-Aire Golf Course</u> <u>1980 Hwy 34 at Allaire Road, Wall, NJ</u> 4-cubic yard container with hinged cover. One (1) container, two (2) pickups per month 1 Apr through 30 Sept | |
| <u>3</u> | <u>Big Brook Park</u> <u>521 Route 520 Marlboro, NJ</u> 6-cubic yard container with hinged cover. One (1) container, one (1) pickup per month 1 Jan through 31 May, and 1 Sept through 31 Dec | |
| <u>4</u> | <u>Big Brook Park</u> <u>521 Route 520 Marlboro, NJ</u> 6-cubic yard container with hinged cover. One (1) container, two (2) pickups per month 1 June through 31 Aug | |
| <u>5</u> | <u>Charleston Springs Golf Course</u> <u>North Maintenance Yard</u> <u>201 Sweetmans Lane, Millstone, NJ</u> 6-cubic yard container with hinged cover. One (1) container, one (1) pickup per month 1 Jan through 31 Mar and 1 Nov through 31 Dec | |
| <u>6</u> | <u>Charleston Springs Golf Course</u> <u>North Maintenance Yard</u> <u>201 Sweetmans Lane, Millstone, NJ</u> 6-cubic yard container with hinged cover. One (1) container, one (1) pickup per week 1 Apr through 31 Oct | |
| <u>7</u> | <u>Charleston Springs Golf Course</u> <u>South Maintenance Yard</u> <u>77 Woodville Millstone, NJ</u> 6-cubic yard container with hinged cover. One (1) container, one (1) pickup per month 1 Jan through 31 Mar and 1 Nov through 31 Dec | |
| <u>8</u> | <u>Charleston Springs Golf Course</u> <u>South Maintenance Yard</u> <u>77 Woodville Millstone, NJ</u> | |

| | | |
|-----------|--|--|
| | 6-cubic yard container with hinged cover. One (1) container, one (1) pickup per week 1 Apr through 31 Oct | |
| <u>9</u> | <u>Crosswicks Creek Greenway</u> <u>91 Walnford Road, Upper Freehold Township, NJ</u> 4-cubic yard container with hinged cover. One (1) container, one (1) pickup per month | |
| <u>10</u> | <u>Dorbrook Recreation Area</u> <u>205 Route #537 East, Colts Neck, NJ</u> 8-cubic yard container with hinged cover. One (1) container, one (1) pickup per month 1 Jan through 30 Apr and 1 Oct through 31 Dec | |
| <u>11</u> | <u>Dorbrook Recreation Area</u> <u>205 Route #537 East, Colts Neck, NJ</u> 8-cubic yard container with hinged cover. One (1) container, one (1) pickup per week 1 May through 30 Sept | |
| <u>12</u> | <u>East Freehold Showgrounds</u> <u>1500 Kozloski Road, Freehold, NJ</u> 4-cubic yard container with hinged cover. One (1) container, one (1) pickup per month 1 Jan through 31 Mar and 1 Nov through 31 Dec | |
| <u>13</u> | <u>East Freehold Showgrounds</u> <u>1500 Kozloski Road, Freehold, NJ</u> 4-cubic yard container with hinged cover. One (1) container, two (2) pickups per month 1 Apr through 31 Oct | |
| <u>14</u> | <u>Fort Monmouth Recreation Center</u> <u>2566 Guam Ln, Tinton Falls, NJ</u> 6-cubic yard container with hinged cover. One (1) container, one (1) pickup per week | |
| <u>15</u> | <u>Freneau Woods Park</u> <u>360 Monastary Lane, Aberdeen Twp., NJ</u> 4-cubic yard container with hinged cover. One (1) container, one (1) pickup per week | |
| <u>16</u> | <u>Hartshorne Woods</u> <u>254 Hartshorne Road, Locust, NJ</u> 6-cubic yard container with hinged cover. One (1) container, two (2) pickups per month 1 Jan through 30 Apr and 1 Sept through 31 Dec | |
| <u>17</u> | <u>Hartshorne Woods</u> <u>254 Hartshorne Road, Locust, NJ</u> 6-cubic yard container with hinged cover. One (1) container, one (1) pickup per week 1 May through 31 Aug | |
| | | |

| | | |
|-----------|---|--|
| <u>18</u> | <p><u>Holmdel Park</u> <u>845 Holmdel-Keyport Road, Holmdel, NJ</u> 6-cubic yard container with hinged cover. One (1) container one (1) pickup per month 1 Jan through 31 Mar and 1 Dec through 31 Dec</p> | |
| <u>19</u> | <p><u>Holmdel Park</u> <u>845 Holmdel-Keyport Road, Holmdel, NJ</u> 6-cubic yard container with hinged cover. One (1) container one (1) pickup per week 1 Apr through 30 Nov.</p> | |
| <u>20</u> | <p><u>Hominy Hill Golf Course</u> <u>92 Mercer Road, Colts Neck, NJ</u> 6-cubic yard container with hinged cover. One (1) container, one (1) pickup per month 1 Jan through 28 Feb and 1 Nov through 31 Dec</p> | |
| <u>21</u> | <p><u>Hominy Hill Golf Course</u> <u>92 Mercer Road, Colts Neck, NJ</u> 6-cubic yard container with hinged cover. One (1) container, one (1) pickup per week 1 Mar through 31 Oct</p> | |
| <u>22</u> | <p><u>Howell Park Golf Course</u> <u>225 Southard Avenue, Farmingdale, NJ</u> 6-cubic yard container with hinged cover One (1) container, one (1) pickup per month 1 Jan through 31 Mar and 1 Nov through 31 Dec</p> | |
| <u>23</u> | <p><u>Howell Park Golf Course</u> <u>225 Southard Avenue, Farmingdale, NJ</u> 6-cubic yard container with hinged cover One (1) container, one (1) pickup per week 1 Apr through 31 Oct</p> | |
| <u>24</u> | <p><u>Manasquan Reservoir</u> <u>239 Windeler Road, Howell, NJ</u> 6-cubic yard container with hinged cover. One (1) container, one (1) pickup per month 1 Jan through 31 Mar and 1 Nov through 31 Dec</p> | |
| <u>25</u> | <p><u>Manasquan Reservoir</u> <u>239 Windeler Road, Howell, NJ</u> 6-cubic yard container with hinged cover. One (1) container, one (1) pickup per week 1 Apr through 31 Oct</p> | |
| <u>26</u> | <p><u>Monmouth Cove Marina</u> <u>200 Port Monmouth Road, Port Monmouth, NJ</u> 6-cubic yard container with hinged cover. One (1) container, one (1) pickup per month 1 Jan through 31 Mar and 1 Nov through 31 Dec</p> | |

| | | |
|-----------|--|--|
| <u>27</u> | <p><u>Monmouth Cove Marina</u> <u>200 Port Monmouth Road, Port Monmouth, NJ</u> 6-cubic yard container with hinged cover. One (1) container, two (2) pickups per month 1 Apr through 31 Oct</p> | |
| <u>28</u> | <p><u>Pine Brook Golf Course</u> <u>364 Pine Brook Road, Englishtown, NJ</u> 4-cubic yard container with hinged cover. One (1) container, one (1) pickup per month 1 Jan through 31 May and 1 Sept through 31 Dec</p> | |
| <u>29</u> | <p><u>Pine Brook Golf Course</u> <u>364 Pine Brook Road, Englishtown, NJ</u> 4-cubic yard container with hinged cover. One (1) container, two (2) pickups per month 1 June through 31 Aug</p> | |
| <u>30</u> | <p><u>Seven Presidents Park</u> <u>215 Ocean Avenue North, Long Branch, NJ</u> 8-cubic yard container with hinged cover. One (1) container, one (1) pickup per month 1 Jan through 30 April; and 1 Oct through 31 Dec.</p> | |
| <u>31</u> | <p><u>Seven Presidents Park</u> <u>215 Ocean Avenue North, Long Branch, NJ</u> 8-cubic yard container with hinged cover. Four (4) containers, one (1) pickup per week, 1 May through 30 Sept.</p> | |
| <u>32</u> | <p><u>Shark River Golf Course</u> <u>328 Old Corlies Avenue, Neptune, NJ</u> 4-cubic yard container with hinged cover. One (1) container, one (1) pickup per month 1 Jan through 31 May and 1 Nov through 31 Dec</p> | |
| <u>33</u> | <p><u>Shark River Golf Course</u> <u>328 Old Corlies Avenue, Neptune, NJ</u> 4-cubic yard container with hinged cover. One (1) container, one (1) pickup per week 1 Apr through 31 Oct</p> | |
| <u>34</u> | <p><u>Shark River Park</u> <u>1101 Schoolhouse Road, Wall, NJ 07753</u> 6-cubic yard container with hinged cover. One (1) containers, one (1) pickup per month 1 Jan through 31 Mar and 1 Oct through 31 Dec</p> | |
| <u>35</u> | <p><u>Shark River Park</u> <u>1101 Schoolhouse Road, Wall, NJ 07753</u> 6-cubic yard container with hinged cover. One (1) containers, one (1) pickup per week 1 Apr through 30 Sept</p> | |
| | | |

| | | | |
|--|---|------------------|------------------|
| <u>36</u> | <u>Sunnyside Recreation Area</u> <u>628 Middletown-Lincroft Road, Middletown, NJ</u> 4-cubic yard container with hinged cover. One (1) container, one (1) pickup per month | | |
| <u>37</u> | <u>Tatum Park</u> <u>140 Holland Road, Middletown, NJ</u> 8-cubic yard container with hinged cover. One (1) container, one (1) pickup per month 1 Jan through 30 Apr and 1 Nov through 31 Dec | | |
| <u>38</u> | <u>Tatum Park</u> <u>140 Holland Road, Middletown, NJ</u> 8-cubic yard container with hinged cover. One (1) container, two (2) pickups per month 1 May through 31 Oct | | |
| <u>39</u> | <u>Thompson Park</u> <u>805 Newman Springs Road, Lincroft, NJ</u> 8-cubic yard container with hinged covers. Two (2) containers, one (1) pickup per week | | |
| <u>40</u> | <u>Turkey Swamp Park</u> <u>66 Nomoco Road, Freehold, NJ</u> 6-cubic yard container with hinged cover. One (1) container, one (1) pickup per month 1 Janu through 31 Mar and 1 Nov through 31 Dec | | |
| <u>41</u> | <u>Turkey Swamp Park</u> <u>66 Nomoco Road, Freehold, NJ</u> 6-cubic yard container with hinged cover. One (1) container, one (1) pickup per week 1 Apr through 31 Oct | | |
| <u>42</u> | <u>Wolf Hill Recreation Area</u> <u>1203 Eatontown Boulevard, Eatontown, NJ</u> 4-cubic yard container with hinged cover. One (1) container, two (2) pickups per month | | |
| <u>LUMP SUM PRICE</u> | | | |
| | 4 yard container | 6 yard container | 8 yard container |
| Price per extra Pickup On as needed basis | | | |

N.J. TAX EXEMPTION NO. #69-0220842

The foregoing bid is submitted by:

Entity Name: _____

Address: _____

Name of Authorized Representative: _____

Title: _____

Signature: _____

Federal ID No. of Bidding Entity: _____

Business Phone: _____

Email: _____

Date: _____

6.9. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA (If Applicable)

COUNTY OF MONMOUTH
ADDENDA ACKNOWLEDGMENT

PROJECT ENTITLED: FURNISHING AND DELIVERY OF SOLID WASTE AND RECYCLING COLLECTION SERVICE, ROLL-OFF CONTAINER SERVICE, AND THE MARKETING OF RECYCLABLE MATERIALS

Acknowledgment is hereby made of the receipt of the following addenda containing information for the above referenced project:

| <u>Addendum Number</u> | <u>Dated</u> | <u>Initial to Acknowledge Receipt</u> |
|-------------------------------|---------------------|--|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

CONTRACTOR: _____

BY: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

NOTE:

WHEN AN ADDENDUM IS ISSUED, THIS ACKNOWLEDGMENT MUST BE COMPLETED AND INCLUDED WITH THE BID AT THE TIME OF RECEIPT. IF MORE THAN ONE ADDENDUM WAS ISSUED, EACH ADDENDUM MUST BE ACKNOWLEDGED AND REFLECTED ON THIS FORM.

6.10. BUSINESS REGISTRATION CERTIFICATE

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS GOODS, SERVICES, AND CONSTRUCTION* CONTRACTS

Proof of valid business registration (a Business Registration Certificate) with the New Jersey Department of Treasury, Division of Revenue must be submitted to the contracting agency prior to the award of any contract, including purchase orders. No contract will be awarded without proof of such business registration. N.J.S.A. 52:32-44 imposes the following requirements on contractors and on all subcontractors that knowingly enter into a contract, or construct a construction project, with a contractor in the fulfillment of a contract with a contracting agency.

*In the case of a construction contract, “subcontractor” shall mean only designated subcontractors who are required by N.J.S.A. 40A:11-16 to be named in the submission of a bid.

A subcontractor named in a bid or other proposal made by a contractor to a contracting agency shall provide a copy of its business registration to the contractor who shall provide it to the contracting agency. The contractor shall provide the contracting agency with the business registration of the contractor and that of any named subcontractors prior to the time a contract is awarded.


The contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. Before final payment of the contract is made by the contracting agency, the contractor shall submit a complete and 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 taxable sales of tangible personal property delivered into this state.

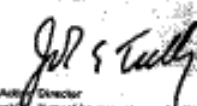
A business organization that fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency

Sample Business Registration Certificates are attached for convenience. Questions on obtaining a Business Registration Certificate or on the law and its requirements can be directed to the Division of Revenue at (609) 292-9292.

THESE ARE SAMPLES OF BUSINESS REGISTRATION CERTIFICATES.

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

OR

| | | |
|--|---|---|
| STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE | | DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 282 TRENTON, N.J. 08646-0282 |
| TAXPAYER NAME: | TRADE NAME: | |
| TAXPAYER IDENTIFICATION#: | SEQUENCE NUMBER: | |
| ADDRESS: | ISSUANCE DATE: | |
| EFFECTIVE DATE: |  <small>Acting Director</small> | |
| FORM-BRC(08-01) | <small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small> | |

(Revised 5/2017)

**6.11. EQUAL EMPLOYMENT OPPORTUNITY QUESTIONNAIRE ON
PROCUREMENT AND SERVICE CONTRACT**

YES OR NO

1. Our Company has a current federal affirmative action plan approval. _____
If yes, please submit a copy of said approval.

2. Our Company has a New Jersey State Certificate of Employee Information Report. If yes, please include copy. _____

3. We do not have a current Federal Plan Approval or State Certificate. _____
We will complete and file Form AA302 on line at
www.state.nj.us/treasury/contract_compliance and provide a “filed” copy
to the County.

**PLEASE NOTE: ONE OF THE ABOVE MUST BE SUBMITTED IF YOU ARE THE
SUCCESSFUL BIDDER AND RECEIVE THE AWARD. THIS IS REGARDLESS OF
THE NUMBER OF EMPLOYEES YOU HAVE.**

NAME: _____

SIGNATURE: X _____

TITLE: _____

DATE: _____

**THIS FORM SHOULD BE COMPLETED, SIGNED AND RETURNED PRIOR TO
SIGNING CONTRACT.**

6.12. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, P.L. 2012, CH. 25

Solicitation Number: RFB#:BID #0012-23

Bidder / Respondent: _____

Bid Title: Furnishing and Delivery of Solid Waste Collection Service, Roll-Off Container Service, and Single-Stream Recycling Collection and Marketing Service

PART 1 – CERTIFICATION – CHECK THE APPROPRIATE BOX:

A. I certify that neither the Bidder / Respondent nor any of the Bidder’s / Respondent’s parents, subsidiaries, or affiliates, as defined in C.52:32-56(e), is on the “Chapter 25 List” created and maintained by the New Jersey Department of the Treasury, as a person or entity engaging in the energy sector investment activities in Iran described in C.52:32-56(f). The Chapter 25 List may be found at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf> .

OR

B. The Bidder / Respondent and/or one or more of its parents, subsidiaries or affiliates is a person or entity on the Chapter 25 List referred to above. A detailed and precise description of the relevant activities of the listed Bidder / Respondent and/or listed parents, subsidiaries or affiliates is provided in Part 2 below.

PART 2 – ADDITIONAL INFORMATION – COMPLETE PART 2 ONLY IF B. IN PART 1 IS CHECKED:

The following is an accurate and precise description of the energy sector investment activities in Iran of the Bidder / Respondent and/or listed parents, subsidiaries or affiliates, on the Chapter 25 List (attach additional pages as necessary to make full disclosure):

Name of Person(s) or Entity(ies) on the Chapter 25 List: _____

Relationship to Bidder / Respondent: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder / Respondent Contact Name: _____ Contact Phone Number: _____

Check here if additional pages are attached and state number of attached pages: _____ (# pages attached.)

CERTIFICATION FOR PART 1 AND, IF APPLICABLE, PART 2: I, being of full age, hereby certify that the foregoing information and any attachments hereto are to the best of my knowledge true and complete. I certify that I am authorized to execute this certification on behalf of the Respondent. I acknowledge that the County of Monmouth will rely on the information contained herein and thereby acknowledge that I and the Bidder / Respondent are under a continuing obligation from the date of this certification through the completion of any contracts with the County to notify the County in writing of any changes to the answers or information contained herein.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me is willfully false, I am subject to punishment and the Bidder / Respondent is subject to the penalties stated in C. 52:32-59 and C. 40A:11-2.1.

Full Name (Print) _____ Signature: _____

Title: _____ Date: _____

(Revised 8/2015)

6.13. CONTACT PERSON (required prior to signing contract)

Please supply the name, telephone number and fax number of an employee that we may use as a contact person regarding the bid if awarded to your company.

If awarded a contract, please advise us of any changes that may occur throughout the duration of your contract for the contact person listed below.

NAME: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

EMERGENCY PHONE NUMBER: _____

7. CONTRACT DOCUMENTS

7.1. CONTRACT

**CONTRACT FOR SOLID WASTE COLLECTION SERVICE, ROLL-OFF
CONTAINER SERVICE, AND SINGLE-STREAM RECYCLING COLLECTION AND
MARKETING SERVICE**

BETWEEN THE

MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS

AND

[CONTRACTOR]

MARCH 1, 2023 THROUGH DECEMBER 31, 2023

TABLE OF CONTRACT DOCUMENTS

| Description | Section |
|-----------------------------|----------------|
| Contract | A |
| Bid Specifications | B |
| Bid Appendices | C |
| Bid Addendum(a) | D |
| Contractor's Bid Submission | E |
| Performance Bond | F |

CONTRACT

THIS AGREEMENT made as of the latest date of execution by either party, as noted with their respective signatures, between the

MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS
805 Newman Springs Road
Lincroft, New Jersey 07738
("MCPS")

and

[Name of Contractor]
[Address of Contractor]
("the Contractor"); and

WHEREAS, MCPS's current contract(s) for solid waste collection service, roll-off container service, and recycling collection and marketing service are scheduled to expire on February 28, 2023, and

WHEREAS, commencing on October 25, 2022, MCPS sought bids for solid waste collection, roll-off container, and single-stream recycling collection and marketing services; and

WHEREAS, on January 11, 2023, MCPS received bids from qualified contractors, which were fully reviewed and analyzed; and

WHEREAS, the Contractor is the lowest responsible bidder at an estimated cost of \$[INSERT PRICE] over a one year term; and

WHEREAS, on [DATE], the Monmouth County Board of Recreation Commissioners adopted Resolution [NUMBER] making an award to the Contractor for this contract option.

NOW, THEREFORE, WITNESSETH THIS AGREEMENT that for and in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Scope of Work. The Contractor covenants and agrees to provide all necessary machinery, tools and equipment and to furnish and deliver all materials, and to do and perform in a good and workmanlike manner, all the work and labor required to be furnished and delivered, done and performed in conformity with the Contract Documents, annexed hereto and made part hereof, including all documents set forth in the Table of Contract Documents, as if fully set forth in the body of this agreement.

2. Time of Delivery and Performance. Said delivery or performance shall be in accordance with the provisions of the Contract Documents annexed hereto and made part hereof, and if no time is set forth therein, as directed by MCPS.

3. Payment. MCPS agrees to pay the Contractor for said work and materials, when completed or delivered, as the case may be, in accordance with the said Contract Documents and within the time stated, for the actual quantity of authorized work done under each item scheduled in the Contract Documents at the respective unit price bid by the Contractor, which payment according to the estimated quantities will amount to a total of \$[INSERT] over a one year term. Payments are to be made in accordance with MCPS's usual requirements for submission of invoices and vouchers and approval by authorized officials. It is further agreed that MCPS reserves the right to reduce or increase any or all of the quantity of each item at the unit price bid. Acceptance of the final payment by the Contractor shall be understood to be a release in full of all claims against MCPS arising out of or by reason of the work done and the materials furnished under this Contract.

4. Warranty. The Contractor warrants and guarantees to MCPS that that all materials furnished and work performed will be in accordance with the Contract Documents and will not be defective.

5. Recordkeeping. Pursuant to N.J.A.C. 17:44-2.2, the Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

6. Indemnification. The Contractor agrees that it will protect, indemnify and hold harmless the County of Monmouth, its Board of Recreation Commissioners, the Monmouth County Board of County Commissioners, Monmouth County Constitutional Officers (Sheriff, County Clerk, Prosecutor and Surrogate), and their respective employees, volunteers, and agents (together, the "County Indemnified Parties"), from and against (and pay the full amount of) all liabilities, obligations, delays, penalties, charges, taxes, fees and costs, deposits, actions, damages, claims, demands, judgments, losses, attorneys' fees, expenses, and suits, and will defend the County Indemnified Parties in any suit, including appeals, for personal injury to, or death of, any person, or loss or damage to property, arising out of (1) the negligence, intentional, or wrongful conduct of the Contractor or any of its officers, members, employees, agents, representatives, or subcontractors in connection with its obligations or rights under this agreement, (2) any Contractor breach, (3) the performance or non-performance of the Contractor's obligations under this agreement, or (4) the Contractor's failure to pay its workers, suppliers, or subcontractors for labor or materials provided to the County. The Contractor's indemnity obligations hereunder shall not be limited by any coverage exclusions or other provisions in any insurance policy maintained by the Contractor which is intended to respond to such events. The Contractor's indemnification obligation shall not include claims that are finally determined to result from the sole negligence or willful misconduct of the County. A County Indemnified Party shall promptly notify the Contractor of the assertion of any claim against it for which it is entitled to be indemnified hereunder, shall give the Contractor the opportunity to defend such claim, and shall not settle the claim without the approval of the Contractor. The Contractor agrees that the County reserves its right to monitor and actively

participate in the defense of any and all claims against the County, at its own expense, if, in its sole discretion, the County chooses to do so. These indemnification provisions are for the protection of the County Indemnified Parties only and shall not establish, of themselves, any liability to third parties. The provisions of this subsection shall survive termination of this agreement.

7. Assignment or Subletting. The Contractor covenants and agrees not to assign or sublet the work specified or covered under the terms of this agreement without the prior approval in writing of MCPS pursuant to the Contract Documents.

8. Amendments. Neither this agreement nor any provision hereof may be changed, modified, amended or waived except by written agreement duly executed by both parties.

9. Discrimination. The Contractor agrees to comply with the Anti-Discrimination in Employment requirements of N.J.S.A. 10:2-1, set forth in Exhibit A attached hereto. The Contractor also agrees to comply with the Equal Employment Opportunity requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq., set forth in Exhibit B attached hereto. The Contractor also agrees to comply with the Americans with Disabilities Act requirements of 42 U.S.C. § 12101 et seq., set forth in Exhibit C attached hereto. The Contractor shall not discriminate nor permit discrimination by any of its officers, employees, agents, representatives or subcontractors against any person because of age, race, color, religion, national origin, sex, creed, religion, ancestry, marital status, affectional or sexual orientation, familial status, disability, nationality, gender identity or, with respect to otherwise qualified individuals, disability. The Contractor will take all actions reasonably necessary to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, national origin, sex, creed, religion, ancestry, marital status, affectional or sexual orientation, familial status, disability, nationality, gender identity or, with respect to otherwise qualified individuals, disability. Such action shall include, without limitation, recruitment and recruitment advertising; layoff or termination; upgrading, demotion, transfer, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor shall impose these non-discrimination provisions by contract on all subcontractors hired to perform work related to this Agreement and shall take all reasonable actions necessary to enforce such provisions. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

10. Execution. This agreement shall be binding upon MCPS, its successor and assigns, and upon the Contractor, its successors and assigns or heirs, executors, administrators and assigns.

11. Counterparts. This agreement may be fully executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement binding upon all parties, notwithstanding that all parties have not signed the same counterpart. Such executions may be transmitted to the parties electronically or by facsimile, and such electronic or facsimile execution shall have the same force and effect as an original signature.

12. New Jersey Business Registration.

The Contractor has previously provided the County with a copy of the Contractor's New Jersey Business Registration Certificate and that of any named subcontractor, verifying that the Contractor and subcontractors are properly registered with the New Jersey Department of the Treasury. The Contractor acknowledges that:

(i) N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract: 1) a subcontractor named in a bid or other proposal made by a contractor to a contracting agency shall provide a copy of its business registration to the contractor who shall provide it to the contracting agency; 2) the contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance; 3) prior to receipt of final payment from a contracting agency, the contractor must submit to the contracting agency a complete and accurate list of all subcontractors or attest that none was used; 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all taxable sales of tangible personal property delivered into this State.

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

13. Annual Campaign Contribution Disclosure Requirements. Pursuant to N.J.S.A.19:44A-20.27, Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

14. Violations of Contract or Specifications

A. Any violation of the Bid Specifications shall be sufficient cause for the immediate cancellation of the Contract by MCPS, who may thereupon employ the necessary labor to perform the work or re-advertise or rebid the work, at the expense of the offending Contractor and its sureties.

B. Notwithstanding any specifically enumerated remedy or right MCPS may have for any violation of the terms of the Contract or the Bid Specifications, MCPS reserves the right to pursue any remedies available to it in law or equity for any breach of the terms and conditions contained herein. Any failure of MCPS to enforce the terms and conditions contained herein shall not be deemed a waiver by MCPS of a full enforcement thereof.

15. Severability. The laws of the State of New Jersey shall govern the Contract. Should a court of competent jurisdiction find that a provision of the Contract is in whole or in part invalid or unenforceable, such finding shall not void or render unenforceable the remainder of the agreement or the provision.

16. Anti-Waiver. No action or failure to act by MCPS shall constitute a waiver of any right or duty afforded to it under the Contract, nor shall such action or failure to act constitute approval or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

17. Notices. Any notices that are provided pursuant to this Agreement shall be in writing (including facsimile and electronic transmissions) and mailed or transmitted or delivered as follows:

To the Monmouth County Park System:

Board of Recreation Commissioners
Monmouth County Park System
805 Newman Springs Road
Lincroft, NJ 07738
Attn: Jennifer Kaczala, Purchasing Agent
Email: Jennifer.Kaczala@co.monmouth.nj.us
Fax: 732-842-4000

To the Contractor:

[Name of Contractor]
[Address]
Attn: [Insert Name]
Email: [Insert]
Fax: [Insert]

Or to such other address or individual as any party may from time to time notify the other.

IN WITNESS WHEREOF MCPS has caused this instrument to be signed by the Chairman and attested by its Secretary, and the Contractor hereunto set its hands and seals, or caused these present to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed.

MONMOUTH COUNTY BOARD
OF RECREATION COMMISSIONERS

ATTEST:

Kevin Mandeville
Chairman

James J. Truncer
Secretary/Director

[Name of Contractor]

[Signatory's Name]
[Signatory's Title]

DATE: _____

RESOLUTION NO. _____

PURCHASE ORDER NO. _____

EXHIBIT A
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 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA-302 (electronically provided by the Division of Purchase & Property, CCAU, EEO Monitoring Program and distributed to the public agency through the Division of Purchase & Property, CCAU, EEO Monitoring Program'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 Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

(Revised 2/2017)

EXHIBIT B
AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the County of Monmouth and/or Monmouth County Board of Recreation Commissioners, (hereafter “owner”) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the “Act”) (42 U.S.C. §12101 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 there unto, 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 that 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 its 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 the Agreement or otherwise at law.

(Revised 2/2017)

EXHIBIT C

**MANDATORY ANTI-DISCRIMINATION IN EMPLOYMENT LANGUAGE
N.J.S.A. 10:2-1**

**CONSTRUCTION, ALTERATION OR REPAIR OF ANY PUBLIC BUILDING OR
PUBLIC WORK OR FOR THE ACQUISITION OF MATERIALS, EQUIPMENT,
SUPPLIES OR SERVICES CONTRACTS**

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

In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates.

No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex.

There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract.

This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L. 1985, c. 490 (C.18A:18A-51 et seq.).

7.2. Reserved

EXHIBIT A

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 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and

labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA-302 (electronically provided by the Division of Purchase & Property, CCAU, EEO Monitoring Program and distributed to the public agency through the Division of Purchase & Property, CCAU, EEO Monitoring Program'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 Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 *et seq.*

(Revised 2/2017)

EXHIBIT B

AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability

The contractor and the County of Monmouth and/or Monmouth County Board of Recreation Commissioners, (hereafter “owner”) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the “Act”) (42 *U.S.C.* §12101 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 there unto, 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 that 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 its 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 the Agreement or otherwise at law.

EXHIBIT C

MANDATORY ANTI-DISCRIMINATION IN EMPLOYMENT LANGUAGE

N.J.S.A. 10:2-1

**CONSTRUCTION, ALTERATION OR REPAIR OF ANY PUBLIC BUILDING OR
PUBLIC WORK OR FOR THE ACQUISITION OF MATERIALS, EQUIPMENT,
SUPPLIES OR SERVICES CONTRACTS**

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

In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates.

No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex.

There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract.

This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L. 1985, c. 490 (C.18A:18A-51 et seq.).

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