

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

FURNISHING, DELIVERY, AND SERVICING OF VENDING MACHINES

BID NO: #0016-23

ADVERTISED: WEDNESDAY, NOVEMBER 9, 2022

BIDS DUE: TUESDAY, NOVEMBER 29, 2022 at 10:00AM

TO APPEAR IN PAPER: WEDNESDAY, NOVEMBER 9, 2022

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Monmouth County Board of Recreation Commissioners at the Monmouth County Park System, Headquarters Building, Thompson Park, 805 Newman Springs Road, Lincroft, New Jersey 07738, until **10:00 a.m.**, prevailing time on **Tuesday, November 29, 2022** and then publicly read aloud for the following:

1. FURNISHING AND DELIVERY OF ANIMAL FEED AND SUPPLEMENTS
(BID #0015-23)
2. FURNISHING, DELIVERY AND SERVICING VENDING MACHINES
(BID #0016-23)

Bid Documents, including Instructions to Bidders, complete Plans and Specifications, and Proposal Forms may be obtained by qualified bidders on our website at www.monmouthcountyparks.com; **“Do Business with Us;” “Request for Bids”**. If requested by potential bidders, the Monmouth County Park System will mail a bid packet to such bidders. The Monmouth County Park System only assumes the responsibility for email and /or fax notifications and for placing bid packet in the mail, and not for the proper and timely delivery of such notices or packets.

Bids must be submitted on the proposal form provided or an exact duplicate in the manner designated and required by the specifications. Bid submitted must be enclosed in a sealed envelope bearing the name and address of the bidder, the title of the bid, and the words “Sealed Bid.” Bids are to be addressed to the Purchasing Agent, Monmouth County Board of Recreation Commissioners, 805 Newman Springs Road, Lincroft, New Jersey 07738. Bids may be mailed in or placed in the drop box located outside of the Thompson Park Headquarters Building, 805 Newman Springs Road, Lincroft, NJ, prior to the opening date. Public bid openings will take place at Thompson Park Headquarters. **Bidders shall submit at least one (1) original of each form, with an original signature.**

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

The Monmouth County Board of Recreation Commissioners reserves the right to waive any informality in, or to reject any or all bids in accordance with N.J.S.A. 40:A-11-13.2, and to award contracts in whole or in part, if deemed in the best interest of the Board to do so.

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

All inquiries are to be directed to the Purchasing Department at (732) 842-4000. By order of the Board of Recreation Commissioners of the County of Monmouth.

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

GENERAL CONDITIONS

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

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

16. MANDATORY BUSINESS REGISTRATION CERTIFICATE

**NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS
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.

(Revised 5/2017)

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

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

OR

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		<small>DEPARTMENT OF TREASURY DIVISION OF REVENUE FD 50K 202 TRENTON, N.J. 08646-0252</small>
TAXPAYER NAME:	TRADE NAME:	
ADDRESS:	SEQUENCE NUMBER:	
EFFECTIVE DATE:	ISSUANCE DATE:	
		 Acting Director New Jersey Division of Revenue
<small>FORM-BRC(09-01)</small>	<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>	

(Revised 5/2017)

17. Any proposal not meeting the requirements set forth herein may be rejected.
18. If this is an on-call supply contract for a stated period of time or a service contract, whether or not for a stated period of time, the County may cancel the contract or portions thereof, without cause, upon written notice to the contractor. If an on-call supply contract is cancelled or partially cancelled by the County under this provision, the contract shall be entitled to payment only for the goods called for by the County prior to the cancellation, at the contract rate(s), upon delivery of those goods to the County, but not for the overhead and profit associated goods not called for by the County. In the alternative, at its option, the County may also cancel any or all called for orders for goods, provided that the County will compensate the contractor for the contractor's reasonable overhead and profit related to such order, but not for the overhead and profit associated with any other goods not called for by the County. Likewise, a service contractor shall be entitled to payment for services duly requested by the County and rendered by the contractor prior to the cancellation, also at the contract rate(s), but not for the overhead and profit associated with services not performed. If a contract is partially cancelled, the remainder of the contract shall continue in effect, subject to reasonable adjustment to cover the contractor's actual increased costs, if any, in supplying the remaining goods and services.

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

The successful vendor(s) must submit the AA302 Certificate to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

GENERAL SPECIFICATIONS

- INTENT:** It is the intent of this specification to describe and govern the **FURNISHING, DELIVERY, AND SERVICING OF VENDING MACHINES (BID #0016-23) hereafter**, referred to as the items.
- SCOPE:** The bidder is to furnish and deliver any or all items as called for in the specifications as instructed by the Agency.
- GENERAL:** The items shall be new and of the latest design. The items shall be furnished complete in every detail and ready for use when delivered to the Agency. Any item differing in minor details from these specifications may be considered, provided such differences are clearly noted and described in detail by the bidder and attached to the proposal and considered by the purchaser to be, in all essential respects in compliance with these specifications. If requested the bidder shall bring to the Agency, the items or a portion thereof, for a final inspection before the bid is awarded. The agency reserves the right to inspect manufacturing and warehouse facilities.
- EQUAL/TIE BIDS:** In the event of equal or tie bids, the agency reserves the right to award, at its discretion, to any one of the equal or tie bidders.
- PRICE DISCREPANCY:** If there is a discrepancy between the extended price and the unit price, the unit price shall prevail and the agency retains the right to recompute the extended price.
- The agency also retains the right to check tie addition of all extended prices regardless of whether or not there is a discrepancy between the extended prices and the unit price. If the total sum of the extended price is incorrect, as a result of the bidders faulty arithmetic calculations, the agency will substitute the correct price and inform the vendor of the change.
- GUARANTEE:** The bidder shall guarantee that the items and all its parts shall comply with this specification.
- PRODUCT:** Only manufactured and farm products of the United States wherever available, shall be used in the performance of the specifications.
- QUANTITY:** Quantities stated in the specifications are approximate quantities only, and the agency reserves the right to increase or decrease the quantities without increase or decrease in price.
- PROPOSAL FORM:** Prices are to be quoted for each item to be bid upon by bidder. The Board of Recreation Commissioners reserves the right to accept or reject any or all items listed on the proposal and to award the contract in whole or in part as deemed in the best interest of the Board of Recreation Commissioners.

CONTRACT SAMPLE

“**Board**” means “Monmouth County Board of Recreation Commissioners”

“**Contractor**” means *{Insert Name of Vendor}* the legal entity with which the Board has entered into this Agreement, and its permitted successors and assigns.

“**Agreement**” means this *{Insert Title of Contract}* Agreement between the Board and the Contractor, dated *{Insert Award Date}*, as the same may be amended or modified from time to time in accordance herewith.

“**County**” means the County of Monmouth, New Jersey

This “**Agreement**” entered into this *{XX}* day of *{Month}*, 2021 by the “**Board**”, a body politic, with offices located at 805 Newman Springs Road, Lincroft, New Jersey 07738, and the “**Contractor**” a corporation with offices at *{Insert Vendor Address}*

IT IS AGREED:

- 1) Contractor will construct *{Insert Bid Title, BID #0000-00, BID DATE: 0/00/21}*, ITEMS: *{Insert Agenda Award Wording exactly from Award Form, Spell out Dollar Amount}* (\$ _____) all in accordance with the notice to bidders, plans, specifications and proposal, resolution awarding contract, and other bid documents, all of which are incorporated herein and made a part hereof as if set forth in full.
- 2) Books and Records. Contractor shall maintain all documentation related to products, transactions or services under this Agreement 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 as per *N.J.A.C 17:44-2.2*
- 3) Indemnification. Contractor agrees that it will protect, indemnify and hold harmless the County of Monmouth, its Board of Recreation Commissioners, the Monmouth County Board of Chosen Freeholders, 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) actual or alleged 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) actual or alleged Contractor breach, (3) actual or alleged performance or non-performance of the Contractor’s obligations under this Agreement, or (4) the Contractor’s actual or alleged failure to pay its workers, suppliers, or subcontractors for labor or materials provided to the Board. 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 Board.

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.

- 4) 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.
- 5) 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 Board:

Monmouth County Board of Recreation Commissioners
805 Newman Springs Road
Lincroft, NJ 07738
Attn: James J. Truncer, Secretary-Director
Email: James.Truncer@co.monmouth.nj.us
Fax: 732-842-4162

with a copy to:

Michael P. Supko, Jr.
Special County Counsel
Archer & Greiner, P.C.
10 Highway 35
Red Bank, NJ 07701

To the Contractor:

XYZ Corp.
2 Main Street
Anytown, NJ 12345
Attn: Jane Doe, President
Email: jdoe@xyzcorp.com
Fax: 123-456-7890

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

- 6) Multi-Year Contracts. If the contract period extends beyond the Board's current budget year, the Agreement shall be subject to the availability and appropriation annually of sufficient funds in any subsequent year(s).
- 7) No 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.

- 8) New Jersey Business Registration. The Contractor has previously provided the Board 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.

- 9) 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.

- 10) Incorporation of Bid Specifications. The specific duties of the Contractor shall be as set forth in the Bid, Contract Documents which is incorporated in its entirety and made a part of this Agreement and attached hereto as Exhibit "XX". Should there occur a conflict between the

description of the scope of work set forth in this Agreement and the Bid, this Agreement shall prevail.

The Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Agreement to comply with, all of the requirements of the Bid.

- 11) “Or Equal” Substitutions. Whenever these 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 substitute an equal product, subject to the approval of the Board.
- 12) Governing Law. This Agreement shall be governed by and construed in accordance with laws of the State of New Jersey.
- 13) Severability. In the event that a court of competent jurisdiction finds any term or clause in this Agreement to be invalid, unenforceable, or illegal, the same will not have an impact on other terms or clauses in the Agreement or the entire Agreement. Rather, such term or clause shall be regarded as stricken while the remainder of this Agreement shall continue to be in full effect. Such invalid, unenforceable, or illegal term or clause may be revised to the extent required to render the Agreement enforceable or valid, and the rights and responsibilities of the parties shall be interpreted and enforced accordingly, so as to preserve their agreement and intent to the fullest possible extent.
- 14) Compliance with Applicable Law. The Contractor shall, and shall cause all subcontractors to, perform in accordance with Applicable Law. The Contractor shall provide all notices, reports, and submissions required by Applicable Law. In the event that revisions in laws, rules, regulations, or other Applicable Law requires changes to the Contractor's performance under the Agreement, the Contractor shall comport with these updated requirements of Applicable Law.
 - “Applicable Law” means any law, rule, regulation, requirement, guideline, action, determination or order of, or legal entitlement issued or deemed to be issued by, any federal, state or local agency, court or other governmental body having jurisdiction, applicable from time to time regarding any transaction or matter contemplated by this Agreement.
- 15) No Third Party Beneficiaries. Nothing in this Agreement is intended to confer on any person other than the parties hereto and their respective permitted successors and assigns hereunder any rights or remedies under or by reason of this Agreement.
- 16) No Waivers. No action of the Board or Contractor pursuant to this Agreement (including, but not limited to, any investigation or payment), and no failure to act, shall constitute a waiver by either party of the other party's obligation to comply with any term or provision of this Agreement. No course of dealing or delay by the Board or Contractor in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof or otherwise prejudice such party's rights, powers and remedies.
- 17) No Consequential or Punitive Damages. In no event shall either party hereto be liable to the other or obligated in any manner to pay to the other any special, incidental, consequential, punitive or similar damages (but not actual or direct damages) based upon claims arising out of or in connection with the performance or non-performance of its obligations or otherwise under this Agreement, whether such claims are based upon contract, tort, negligence, warranty or other legal theory. The waiver of the foregoing damages applies only to disputes and claims as between the Board and the Contractor. Nothing in this paragraph shall limit the obligation of the Contractor to indemnify, defend and hold harmless the Board Indemnified Parties for any special, incidental, consequential, punitive or similar damages payable to third parties resulting from any act or

circumstance for which the Contractor is obligated to indemnify the County Indemnified Parties in accordance with and to the extent provided hereunder.

- 18) Forum for Litigation. It is the express intention of the parties that all legal actions and proceedings related to this Agreement or to any rights or any relationship between the parties arising therefrom shall be commenced before the Superior Court of New Jersey, venued in Monmouth County; provided, however, that when circumstances allow for federal jurisdiction (based on diversity of citizenship or otherwise), such legal actions and proceedings may be maintained in federal court having jurisdiction over the Board. The Contractor irrevocably consents to the jurisdiction of such courts in any such actions or proceedings, and the Contractor waives any objection it may have to the laying of the jurisdiction of any such action or proceeding.
- 19) Assignment. This Agreement is not assignable or transferrable to any party other than the Contractor without the express written permission of the Board, which may be withheld in the Board's sole discretion for any reason, or for no reason at all. This restriction includes changes in ownership of the Contractor that exceed fifty percent (50%) of the equity or other applicable interests held and disclosed at the time of entry into this Agreement. Any such approval given in one instance shall not relieve the assigning party of its obligation to obtain the prior written approval of the other party to any further assignment. The approval of any assignment shall not operate to release either party from any of its obligations under this Agreement unless the written approval specifically provides otherwise. Any assignment of this Agreement shall require the assignee to assume the performance of and observe all obligations, representations and warranties of the assigning party under this Agreement.
- 20) Amendments. Neither this Agreement nor any provision hereof may be changed, modified, amended or waived except by written agreement duly executed by both parties.
- 21) Drafting Responsibility. Neither party shall be held to a higher standard than the other party in the interpretation or enforcement of this Agreement as a whole or any portion hereof as a result of having assumed primary drafting responsibility of this Agreement.
- 22) Acceptance of Final Payment. Acceptance of the final payment by the Contractor shall be considered a release in full of all claims against the Board arising out of, or by reason of, the work performed and materials furnished under the Agreement.
- 23) Set-Off. Should Contractor either refuse or neglect to perform the service which Contractor is required to perform in accordance with the terms of this Agreement, and if expense is incurred by the Board by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent the Board from pursuing any other remedy to which it may be entitled.
- 24) This Agreement may be terminated as follows:
 - a. If Contractor is required to be licensed in order to perform the services which are the subject of this Agreement, then this Agreement may be terminated by the Board in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.
 - b. If, through any cause, the Contractor, where applicable, shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Board shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished

documents, data, studies, and reports prepared by the Contractor under this Agreement, shall be forthwith delivered to the Board.

- c. Bankruptcy or insolvency of the Contractor; sale of the business of the Contractor, or death or permanent disability of the Contractor in the event the Contractor is an individual.
- d. Should the Board default in the performance of this Agreement or materially breach any of its provisions, which remain uncured after thirty (30) days after notice is given to the Board, the Contractor may terminate this Agreement, unless the Board is prevented from performing this Agreement by circumstances beyond its control. In that instance, any obligations owing by the Board to the Contractor shall be suspended without liability for the period during which the Board is so prevented.
- e. Should the Board fail to pay Contractor all or any part of the compensation earned for services rendered within sixty (60) days after the date due, the Contractor may at its option, terminate this Agreement.
- f. Notwithstanding the above, the Contractor, where applicable, shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of the Agreement by the Contractor, and the Board may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to the Board from the Contractor is determined.
- g. Termination shall not operate to affect the validity of the indemnification provisions of this Agreement.

25) Insurance Coverage. The Contractor shall obtain, pay for and maintain the insurance coverages listed in paragraphs (a) through (e) below with respect to performance of the Agreement. The Contractor shall be responsible for premiums, fees and other costs associated with obtaining and maintaining such required insurance, and the Board shall have no obligation to reimburse the Contractor therefor. The Board reserves the right to waive or modify the below requirements, if appropriate.

- (a) Statutory workers compensation insurance required to be held by any State or Federal law, including other states coverage, and employers liability coverage with limits of \$500,000 each accident, \$500,000 each employee and \$500,000 aggregate for disease;
- (b) Commercial General Liability coverage for bodily injury, property damage, and personal injury liability of not less than \$1,000,000 combined single limit each occurrence or offense, and \$2,000,000 general aggregate. Coverage is to include premises and operations, independent contractors, and products and completed operations;
- (c) Business Automobile Liability insurance including coverage for any owned, hired, or non-owned vehicle, with limits of not less than \$ _____ combined single limit, including an MCS 90 endorsement;
- (d) Umbrella excess or excess liability insurance above the required commercial general, business automobile, and employers liability insurance in the amount of \$ _____ each occurrence and aggregate; and

Additional Insureds. The Contractor shall name the County of Monmouth, Monmouth County Board of Recreation Commissioners, and their respective officers, servants and agents as additional insureds (the "Additional Insureds") on all insurance policies required pursuant to this Appendix A (other than paragraphs 1(a) and (c) hereof).

To the extent permitted by Applicable Law, and by the insurance policies, each party shall waive the subrogation rights of its various insurance carriers in favor of the other party.

Insurance Certificates. Insurance, and any renewals thereof, shall be evidenced by certificates of insurance issued or countersigned by a duly authorized representative of the issuer and delivered to the Board for its approval.

Notices. Each insurance policy shall be endorsed to require 45 days written notice to the Board of cancellation, or intent not to renew by the insurance company.

Non-Recourse Provision. All insurance policies shall provide that the insurers shall have no recourse against the Additional Insured for payment of any premium or assessment and shall contain a severability of interest provision in regard to mutual coverage liability policies. The coverages provided by mutual coverage liability insurance policies required hereunder shall be the primary source of any restitution or other recovery for any injuries to or death of persons or loss or damage to property incurred as a result of an action or inaction of the Contractor or its subcontractors, of their respective suppliers, employees, agents, representatives, or invitees, that fall within these coverages and also within the coverages of any liability insurance or self-insurance program maintained by the Board.

Subcontractors. The Contractor shall be responsible for ensuring that all subcontractors that are providing contract services secure and maintain all insurance coverages (including workers' compensation insurance) and other financial sureties required by New Jersey law in connection with their presence and the performance of their duties at or concerning the providing of contract services.

Qualifications of Insurers. The Contractor is required to obtain the insurance set forth herein with insurance companies allowed to do business in the State of New Jersey, which maintain ratings of at least A- VII in the latest evaluation of the A.M. Best Contractor Reports.

26) Liquidated Damages. This Agreement provides for the payment of liquidated damages in certain circumstances of nonperformance, breach and default. Each party agrees that the damaged party's actual damages in each such circumstance would be difficult or impossible to ascertain and that the liquidated damages provided for herein with respect to each such circumstance are intended to place the damaged party in the same economic position as it would have been in had the circumstance not occurred. Except as otherwise specifically provided herein, such liquidated damages shall constitute the only remedy in such circumstances by the nonperforming, breaching or defaulting party, regardless of legal theory.

IN WITNESS WHEREOF, the parties have signed this agreement.

MONMOUTH COUNTY BOARD
OF RECREATION COMMISSIONERS

{VENDOR NAME}

BY: _____
Kevin Mandeville, Chairman

BY: _____

ATTEST:

James J. Truncer, Secretary-Director

ATTEST:

DATE: _____

DATE: _____

RESOLUTION NO: _____

PURCHASE ORDER NO: _____

**SPECIFICATIONS FOR THE FURNISHING, DELIVERY, AND
SERVICING OF VENDING MACHINES TO THE MONMOUTH
COUNTY BOARD OF RECREATION COMMISSIONERS,
LINCROFT, NJ 07738**

**INVITATION TO BID
PART ONE
INTRODUCTION AND GENERAL INFORMATION**

1. Introduction

1.1 This document constitutes an invitation for competitive, sealed bids from qualified individuals and organizations to provide Vending Machine Services at various locations in the Monmouth County Park System, in accordance with the terms and conditions set forth herein.

2. Organization

2.1 This document, referred to as an Invitation for Bid, has been divided into the following parts for the convenience of the bidder:

- 2.1.1 Part One General Information
- 2.1.2 Part Two Scope of Work
- 2.1.3 Part Three Contractual Requirements
- 2.1.4 Part Four Instructions to Bidders
- 2.1.5 Exhibits
- 2.1.6 Attachments

3. Inquiries

3.1 Inquiries regarding this Invitation for Bid should be directed to:

Michael Smith, Special Projects
Monmouth County Park System
(732) 842-4000 x4365.

PART TWO
SCOPE OF WORK

1. General Requirements:

The contractor shall provide the Monmouth County Park System (hereinafter referred to as the County), candy, candy/snack, and cold/hot beverage automatic vending machine services at the locations specified herein in **Attachment 1**, and any other locations that may be added, in accordance with the provisions and requirements specified in this including product prices as specified in **Attachment 2**.

2. Specific Machine and Product Specifications

2.1 The contractor must, install, stock, and have all vending machines operational – and maintain ample stock of all products dispensed and sold in the vending machines by the dates specified in the contract.

2.1.1 Upon written approval of the MCPS Superintendent of Parks, the contractor may remove vending machines during the period of November 1 through March 31. From April 1 through October 31, all vending machines must be in place, and operating in accordance with the provisions of this contract.

2.2 The contractor shall install attractive new vending machines or vending machines refurbished to “like new” condition. The opinion of the County as to the acceptability of the refurbished vending machines shall be final and binding upon all parties.

2.3 Initial placement, and any replacement, of vending machines must be approved by the park manager or supervisor at the vending machine’s location.

2.3.1. All vending machines shall harmonize with the décor of the area. The contractor must contact the County regarding color and placement.

2.3.2. All vending machines provided by the contractor must be of similar styling so as not to detract from the décor of the location where they are installed.

2.3.3 If requested by the County, the contractor shall remove and/or replace any vending machines, which, in the opinion of the County, have deteriorated to where the machine is not mechanically able to provide reliable service, or where in the

opinion of the County, the exterior of the machine has so deteriorated as to the aesthetic appearance that it detracts from the décor. Additionally, the contractor shall remove and/or add vending machines under circumstances deemed warranted by the County.

- 2.4 The contractor must equip all vending machines with transaction counters, which cannot be reset.
 - 2.4.1 The transaction counters must be such that a cumulative reading of all transactions and money collected is maintained for each vending machine in which all products are sold.
 - 2.4.2 For each vending machine in which products are sold at different prices, the transaction counters must be such that a cumulative reading of all money accepted (less change returned) is maintained.
 - 2.4.3 ***Prices for all items must be clearly visible and MUST accept ONE/FIVE dollar bills and coins.***
- 2.5 The County shall have the exclusive right to select the various flavors or kinds of products to be vended. It is the intent of the County to insure the majority of products vended in these machines are nationally advertised name brands of the first quality.
 - 2.5.1 If required in writing by the County, the contractor must remove products, which do not, in the opinion of the County, meet the required criteria.
 - 2.5.2 In addition, if required in writing by the County, the contractor must furnish additional products in the vending machines as customer demands change and new products become available.
- 2.6 The contractor must mark and visibly display all perishable food products with an expiration date, and must immediately replace all such products that have expired.
- 2.7 The contractor is required to turn off the lights on selected vending machines, if requested by the County.
- 2.8 **The County requires energy efficient vending machines.** The contractor must provide vending machines that earn the ENERGY STAR or EQUIVALENT RATING and meet the ENERGY STAR specifications for energy efficiency as outlines below. The vendor is encouraged to visit energystar.gov for complete product specifications and an updated list for qualifying products.

3. Specific Personnel and Service Requirements

3.1 The contractor shall furnish same day service or repair, seven (7) days per week and must service and stock vending machines to insure that the vending machines never become empty of any product(s) or have products in them which have expired.

3.1.1 The contractor must have trained, competent repair persons within 4 to 8 hours to make repairs on the vending machines as needed. The contractor must give the name(s) and telephone number(s) of the service personnel to the County so that malfunctions may be reported immediately.

3.2 The contractor shall be responsible for refunds. A uniform system of refunding money acceptable to the County must be in operation at all times (i.e., the contractor must provide a workable system for refunding money to individual customers who insert money in a vending machine and receive no product in return or receive an expired product.)

3.2.1 The contractor must post basic instructions for refunds and/or reporting of malfunctions on each vending machine.

3.3 All service employees of the contractor must wear distinguishable uniforms while working at the specified locations.

3.4 The contractor must have demonstrated successful vending machine service similar to the service required herein at a location of the same size or greater.

4. Accounting Requirements:

4.1 On a monthly basis, the contractor shall return to the County a percentage commission of the total net sales for all vending machines. The total net sales shall be gross sales less sales tax. The percentage of net sales shall be that stated by the contractor in Bid Proposal Form.

4.1.1 Immediately upon award of the contract, the contractor shall submit to the County a schedule for the upcoming year which details the closing dates for each monthly period. Within ten (10) calendar days following each such monthly closing date, the contractor shall submit the appropriate commission payment to the County and shall make all commissions payable by check to the Board of Recreation Commissioners, 805 Newman Springs Rd., Lincroft, NJ 07738, Attention: Stephanie Weise, Purchasing Agent.

- 4.1.2 The contractor shall agree and understand that the County shall be financially damaged if it does not receive the appropriate commission payment within the required ten (10) days. Therefore, the contractor shall pay damages to the County in the amount of one percent (1%) per day of the total commission payment due for that monthly reporting period. Such damages shall be payable for each day that the commission payment is late.
- 4.1.3 The contractor shall be responsible for sales tax and shall deduct such from the gross sales before the commission is paid to the County.
- 4.1.4 The contractor must include with the monthly commission payment a detailed report of sales by vending machine including machine number, product, and beginning and ending reading of the transaction counters on each vending machine.
 - a. The contractor must use the Vending Commission Settlement Report, included herein as **Attachment 4**, unless an alternative form is approved, in advance by the County.
- 4.1.5 The contractor must use generally accepted accounting principles as promulgated by the American Institute of Certified Public Accountants.
- 4.2 The contractor shall not charge more than the prices listed on Attachment 2 for each respective product for a period of twelve (12) months from the effective date of the contract. If, after the initial twelve (12) month period, the contractor requests a price change for any product due to extreme market fluctuations, the contractor must submit written requests and justification for any such change(s) to the County. The contractor must receive prior written approval of the new price from the County prior to actually changing the price.
- 4.3 If, in the opinion of the County, any vending machine or group of vending machines are not producing sufficient revenue at any time during the contract period and if so requested by the County, the contractor shall install different or additional vending machines or remove certain vending machines in an effort to produce sufficient revenue. The contractor may be required to substitute, add, or remove vending machines at any location managed by the County and shall comply upon written notification from the County.
- 4.4 The contractor shall agree that each time the vending machines are restocked, serviced, or otherwise attended by the contractor or his

employees, the County and/or its designee may conduct a vending count to record the number of sale items in the vending machines prior to and/or following any restocking/servicing.

4.5 The contractor shall agree that on any business day the County may request that the contractor, or one of the contractor's representatives, appear at the specified location and open any or all vending machines and permit the County and/or its designee to count and determine the amount of money in any or all vending machines at the location. The County will give a minimum of four (4) hours notice of each such inspection.

4.6 The contractor shall agree that the County and/or its designee may audit, examine, and copy any and all books, records, and information relating to the operation of vending machines at the location.

4.6.1 The contractor shall keep and maintain all records for a minimum of five (5) years or until audited by the County, whichever occurs first.

5. Other Requirements

5.1 "Or Equal" Clause – Wherever the term "or equal" appears in this document where any products is designated by the name of the manufacturer or vendor, or by a proprietary or trade name the standard products or manufacturers other than those specified may be accepted provided that, in the opinion of the County, the offer is based on the furnishing of a product which is substantially equivalent to the product designated considering design, strength, durability, usefulness, efficiency, quality, and convenience for the purpose intended. The contractor must submit to the County the type of vending machines substituted, if other than as specified, by location, type of machine, manufacturer and model number, and items to be dispensed. The County must be advised and approve any such substitutions in writing prior to installation of any such machines.

5.2 Title to the vending equipment required by the contract shall be held by and vested in the name of the contractor. The County shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the equipment. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.

PART THREE

CONTRACTURAL REQUIREMENTS

1. Contract Period:

1.1 The original contract period shall be for the period beginning **JANUARY 1, 2023, or date of award if later, Through DECEMBER 31, 2023**. The contract shall not bind, nor purport to bind, the County for any contractual commitment in excess of the original contract period. The County shall have the right, at its sole option, to extend the contract for two (2) additional one-year periods, (2024 and 2025) or any portion thereof. In the event the County exercises such right, all terms, conditions, and provisions of the contract shall remain the same and apply during the renewal period.

2. Applicable State Laws and Encumbrances:

2.1 The contract shall be construed according to the laws of the State of New Jersey. The contract shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable. The contractor must be registered and maintain good standing with the State of New Jersey and other regulatory agencies, as may be required by law or regulation.

3. Liabilities, Rights and Remedies:

3.1 The contractor shall agree that the County shall not be responsible for any liability incurred by the contractor or his/her employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the contractor, except as otherwise provided in the contract.

3.2 No provision in this document or in the contractor's response shall be construed, expressly or implied, as a waiver by the County of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract made by the contractor.

3.3 The contractor shall be responsible for any and all injury or damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions of the contract. In addition to the liability imposed upon the contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the contractor's negligence, the contractor assumes the obligation to save the County, including its agencies, employees, and assigns, from every expense, liability, or payment arising out of such negligent act. The

contractor also agrees to hold the County, including its agencies, employees, and assigns, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

3.4 The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the County of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States of the State of New Jersey for which causes of action have accrued or will accrue as the result of or in relation to the particular goods or services purchased or procured by the contractor in the fulfillment of the contract with the County of Monmouth.

4. Contract Documents:

4.1 The contract between the County and the contractor shall consist of: (1) the Invitation for Bid, and any amendments thereto, and (2) the contractor's response to the Invitation for Bid. The County reserves the right to clarify and contractual relationship in writing with the concurrence of the contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Invitation for Bid or the contractor's response. In all other matters not affect by the written clarification, if any the Invitation for Bid shall govern.

4.2 To the extent that a provision of the contract is contrary to the Constitution or laws of this state or of the United States, the provision shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the County.

5. Amendments to Contract:

5.1 No modification of any provision in the contract shall be made or construed to have been unless such modification is mutually agreed to in writing by the contractor and the County and incorporated in a written amendment to the contract approved by the County prior to the effective date of such modification.

6. Assignments

6.1 The contractor shall not transfer any interest in the contract, whether by as assignment or subcontract. The contractor must be a full vending company dealing in both hot/cold drink and candy/snack vending.

7. Communications and Notices:

7.1 Any written notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid or hand carried and presented to an authorized employee of the contractor at the contractor's address as listed on the signature page of the contract or at such address as the contractor may have requested in writing.

8. Bankruptcy or Insolvency:

8.1 Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the County immediately. Upon learning of the actions herein identified, the County reserves the right at its sole discretion to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

9. Insurance:

9.1 The vending company shall maintain Liability Insurance in connection With the operation of the vending services, the sale or offering of such merchandise and articles for sale and the use of the vending areas for such purposes, providing indemnities of not less than the amounts listed below:

- A. Workmen's Compensation and Employer's Liability Insurance - shall be maintained, in force, during the life of this contract, by the bidder covering all employees engaged in performance of this contract in accordance with the applicable statute.
- B. General Liability/Product Liability Insurance – Bodily injury and Property damage, including coverage of premises/operations; products/completed operations; broad form property damage, independent contractors; blanket contractual and, if applicable, explosion, collapse and underground (XCU). Limits of not less than \$1,000,000.00 for both bodily injury and property damage are required. A combined single limit of \$1,000,000.00 is acceptable
- C. Comprehensive Automobile Liability Insurance – Bodily injury and property damage with limits not less than \$1,000,000.00 per person or occurrence. A combined single limit of \$1,000,000.00 is acceptable. Coverage must included hired and non-hired vehicles.

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

10. Contractor Status:

10.1 The contractor represents himself or herself to be an independent Contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the County. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers, compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the County, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

PART FOUR

INSTRUCTION TO BIDDERS

1. Bidder's Contacts:

- 1.1 All questions regarding this document, bid process, etc., must be directed to the contact indicated on the first page of this Invitation for Bid.
- 1.2 Bidders may not contract the employees of the using agency concerning this procurement while the bid and evaluation are in process.

2. Submission of Bids:

- 2.1 Bids must be priced, signed, and returned (with all necessary attachments) to The Monmouth County Park System prior to the date and time specified.
- 2.2 The bidder must respond to this Invitation for Bid by submitting all data required herein in order for his/her response to be evaluated and considered for award.
- 2.3 The bidder shall understand and agree that all bids and associated documentation will be made public pursuant to the law of the State of New Jersey.

3. Bid Evaluation/Contract Award:

- 3.1 The contract award will be made to the bidder whose bid (1) complies with Scope of Work and all other requirements of the Invitation for Bid and (2) is the highest and best bid, considering price (highest percentage commission) responsibility of the bidder, and all other relevant factors. (See Section 4.1 as to the method used in selecting the highest and best bid.)
- 3.2 The County reserves the right to perform any of the following in order to determine the bidders compliance with the Scope of Work and all other requirements of the Invitation for Bid:
 - 3.2.1 Conduct a technical question and answer conference or interview to clarify or verify a bid and to develop a comprehensive assessment of the bid.
 - 3.2.2 To consider historic information and fact, whether gained from the bid, question and answer conference, references, or any other source.
- 3.3 The bidder is cautioned that is the bidder's sole responsibility to submit

information with the bid, which documents the bidders compliance with the Scope of Work and all other requirements of the Invitation for Bid. The County is under no obligation to solicit such information if it is not included with the bid. Failure of the bidder to submit such information may cause an adverse impact on the bid.

- 3.4 Any award of a contract resulting from this invitation will be made by written notification from the County.
- 3.5 The County reserves the right to request written clarification of any portion of the bidder’s proposal in order to verify the intent of the bidder. The bidder is cautioned, however, that his/her response shall be subject to acceptance without further clarification.

4. Submission of Exhibits:

- 4.1 The bidder must indicate on Bid Proposal Page the percentage commission to be paid to the Park System for both (1) beverages and (2) candy and snacks. Based on anticipated sales the categories have been weighted. This weighted factor will be multiplied time the % bid on each category. The contract shall be awarded to the vendors whose bid reflect the highest total figure after being multiplied by the weighted factor then added together for a total.

EXAMPLE

ITEM	WEIGHTED % FACTOR	% OF NET SALES PAID TO M.C.P.S.
1) Soda, Juice, Water & Hot Beverage	65%	x
2) Candy & Snacks	35%	x

To obtain the bidders value the following calculation will be done.

$$\begin{aligned}
 &65\% \times (X) = \text{a number} \\
 &35\% \times (Y) = \text{a number} \\
 &\text{TOTAL} - (X + Y) = \text{a number}
 \end{aligned}$$

- 4.2 In order to verify that the bidder has had successful documented prior experience as required in the Scope of Work, the bidder should submit, with the bid, any information which documents successful and reliable experience in past performances related to the requirements of this Invitation for Bid.

4.2.1 The bidder should provide the following information related to previous current contracts which are considered identical or similar to the requirements of this Invitation for Bid:

- a) Name, address and telephone number of contracting agency and a contact person who may be contacted for verification of all data submitted.
- b) Date of the Contract
- c) A brief, written description of the specific prior services performed and requirements thereof.

4.2.1.1 The above information may be shown on **Attachment 3** and submitted with the bid.

Attachment 1
Vending Machine Locations

1. Pine Brook Gold Course, 1 Covered Bridge Rd. Manalapan, NJ 07726
 - 1 Snack Machine - Clubhouse
 - 1 Drink Machine - Clubhouse

2. Turkey Swamp Park, 200 Georgia Road, Freehold, NJ 07728
 - 1 Drink Machine – Campground/Laundry Building
 - 2 Drink Machine – Shelter Building
 - 1 Snack Machine – Shelter Building

3. Dorbrook Recreation Area, 353 Route 537, Colts Neck, NJ 07722
 - 1 Drink Machine – Soccer Fields
 - 1 Drink Machine – Softball Fields
 - 1 Drink Machine – Visitor Center Shed
 - 1 Snack Machine – Visitor Center Shed

4. Thompson Park, 805 Newman Springs Rd. Lincroft, NJ 07738
 - 1 Drink Machine – Craft Center
 - 1 Snack Machine – Craft Center
 - 1 Drink Machine – Visitor Center
 - 1 Drink Machine – Headquarters

5. Shark River Park, 1101 Schoolhouse Rd. Neptune, NJ 07753
 - 1 Drink Machine – Shelter Building
 - 1 Snack Machine – Shelter Building

6. Bel-Aire Golf Course, 3120 Allaire Road Wall Township, NJ
 - 1 Drink Machine – Pro Shop
 - 1 Snack Machine – Pro Shop

7. Manasquan Reservoir, 311 Windeler Road, Howell 07731
 - 2 Drink Machines – Bait Shop
 - 1 Snack Machine – Bait Shop

8. Shark River Golf Course, 320 Old Corlies, Neptune, NJ 07753
 - 2 Drink Machines – Pro Shop
 - 1 Snack Machine – Pro Shop

9. Holmdel Park, 44 Longstreet Road, Holmdel, NJ 07733

2 Drink Machines – Shelter Building

1 Snack Machine – Shelter Building

10. Monmouth Cove Marina, 200 Port Monmouth Road, Port Monmouth, NJ 07758

1 Drink Machine – Maintenance Shop

1

11. Ft. Monmouth, 2566 Guam Lane, Tinton Falls NJ 07724

1 Drink Machine – Recreation Center

1 Drink Machine – Pool Area (Seasonal)

1 Snack Machine – Recreation Center

Location/Quantity & Type of Machine to remain flexible. The Park System may add, delete, or change at its' discretion.

Attachment 2

Product/ Brand/Vending Price

Soda

12 Oz size cans (no glass container allowed)

Vending Price – \$1.00

20 Oz size plastic bottles (no glass container allowed)

Vending Price - \$1.75

Product must be a national brand. Vendor may use either Coca Cola or Pepsi Cola products. ***Must include but not limited to:***

Cola, Diet Cola, Iced Tea.

Juices, water, sports drinks

Product must be a national brand. ***Product offering must include, but not limited to, water and sports drinks.***

11.5 or 12 Oz size cans (no glass container allowed)

Vending Price: \$1.00

16 Oz size plastic bottles (no glass container allowed)

Vending Price: \$1.50

20 Oz size plastic bottles (no glass container allowed)

Vending Price: \$1.75

Hot Beverages

Optional Product offering must be a national brand.

Coffee, specialty coffees, cocoa, & tea.

Vending Price: \$1.25

Snacks, mints, gums, candies, & pastries

Product must be a national brand. ***Product offering must include,***

but not limited to:

Snacks \$1.00

Roll Candy, gum, & mints \$1.00

Candies & small cookies \$1.50

Pastries & large cookies \$1.75

ATTACHMENT 3
(2 pages)
CONTRACTOR'S DATA SHEET

As evidence of the bidder's qualifications, he shall complete and submit with this bid proposal, the "Contractor Data Sheet" information.

THE MONMOUTH COUNTY PARK SYSTEM RESERVES THE RIGHT TO REQUEST VENDORS TO EXPLAIN THE METHOD USED TO ARRIVE AT ANY OR ALL FIGURES IN THEIR BID.

The number of years your firm has been performing these services _____

How many personnel will be available to work on this contract _____

How many days do you need to have all machines in place _____

Do you currently have the necessary machines for this contract in your inventory.
Yes ___ No ___ (If No – How long will it take for you to procure and install same?)

Name(s) of supervisor(s) to be assigned to work on this contract. Please include how long these individuals have worked for your firm.

Name _____

Years Employed by Firm _____

Name and address of bidder's facility where bidder's equipment may be inspected:

Name(s) and phone number(s) of management personnel to be contacted if problems or emergencies occur:

Names	Numbers
-------	---------

Name of Insurance Company _____

Name of Insurance Representative _____

Please provide a list of institutions, industries and commercial buildings now under contract with your firm. Include the length of time each contact has been in force and the name of a person with phone number the Park System may contact for reference.

CURRENT CLIENTS	LENGTH OF CONTRACT	NAME & PHONE # TO CONTACT
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

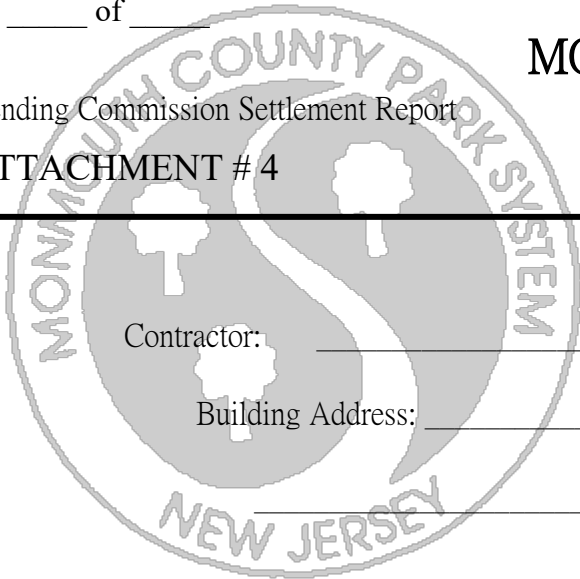
BIDDER _____

DATE _____

MONMOUTH COUNTY PARK SYSTEM

Vending Commission Settlement Report

ATTACHMENT # 4



Contractor: _____ Contract #: _____

Building Address: _____ Period: _____ to _____

% Commission: _____

LOCATION/ PRODUCT	SERIAL #	METER BEGINNING	METER ENDING	GROSS SALES	LESS REFUNDS & TEST VENDS	ADJUSTED GROSS SALES	LESS TAX	NET SALES	COMM. DUE

BIDDER'S CHECKLIST

BID #: 0016-23

(Owner's checkmarks)



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



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

<u> X </u>	Proposal (Original)	_____
<u> X </u>	Statement of Ownership	_____
<u> X </u>	Non-Collusion Affidavit	_____
<u> X </u>	Acknowledgement of Addenda or Revisions (if any)	_____

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

<u> X </u>	Copy of NJ Business Registration Certificate for the bidder and subcontractors (if any)	_____
<u> X </u>	EEO/Affirmative Action Certificate	_____
<u> X </u>	References / List of previous and/or active relevant work	_____
<u> X </u>	Disclosure of Energy Sector Investment Activities in Iran	_____

THE UNDERSIGNED BIDDER HEREWITH SUBMITS THE ABOVE REQUIRED DOCUMENTS:

PRINT NAME OF BIDDER: _____

SIGNED BY: _____

PRINT NAME AND TITLE: _____

DATE: _____

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

SUBMITTED BY: _____
(Company Name)

PROPOSAL

FURNISHING, DELIVERY, AND SERVICING OF VENDING MACHINES

TO THE MONMOUTH COUNTY PARK SYSTEM, LINCROFT, NEW JERSEY
TO THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS.

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

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>WEIGHTED % OF TOTAL SALES</u>	<u>% OF GROSS REVENUE TO BE PAID TO THE PARK SYSTEM</u>
1.	Soda, Juice, Water & Hot Beverage Machines Assorted Flavors, Can/ Plastic Bottles Dispensing Type	65%	_____ (30% Minimum)
2.	Candy/Snack Machines Dispensing Candy, Snacks, Cookies & Pastries	35%	_____ (30% Minimum)

NOTE: NJ TAX EXEMPTION NO. #69-0220842

VARIANCE IF ANY: _____

The undersigned is a partnership under the laws of the State of _____
a corporation
an individual

having principle offices at: _____

CONTRACTOR: _____

SIGNATURE: _____

ADDRESS: _____

FEDERAL TAX ID NO. OR SOCIAL SECURITY NO. _____

BUSINSS PHONE _____ FAX _____

E-MAIL ADDRESS _____ DATED _____

CAUTION

REGARDING STATEMENT OF OWNERSHIP

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

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

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

STATEMENT OF OWNERSHIP

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

The CONTRACTOR is (check one):

- Partnership Corporation Sole Proprietorship Limited Liability Partnership
- Limited Liability Corporation Limited Partnership
- Subchapter S Corporation Other, Please List _____

I certify that:

No individual person or entity owns a 10% or greater interest in the Contractor.

OR

The list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the Contractor. However if a parent entity holding 10% or more is a publicly traded entity, then the Contractor in complying with N.J.S.A. 52:25-24.2 may submit the name and address of each publicly traded entity, and the name and address of each person holding 10% or more beneficial interest in the publicly traded entity as of the last annual filing with the Security Exchange Commission (SEC), or foreign equivalent.

Name: _____ Address: _____

Name: _____ Address: _____

Name: _____ Address: _____

Check here if additional sheets are attached.

NOTE: If an entity owns a 10% or greater interest in the Contractor, list all owners of 10% or greater interest for each such entity. Repeat the process of disclosure as necessary for each tier or level of ownership until the name and address of each individual person who owns a 10% or greater interest in each listed entity has been disclosed.

Publicly Traded Parent Company Disclosure:

Provide the Website (URL) providing the last annual Security Exchange Commission (SEC) filing, or foreign equivalent:

The requested information is available on the following page number(s) of the SEC, or foreign equivalent, filing:

CONTRACTOR _____

SIGNED BY: X _____

PRINT NAME & TITLE: _____

DATE: _____

(Corporate seal if a corporation)

NON-COLLUSION AFFIDAVIT

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

STATE OF _____) ss:

COUNTY OF _____)

Re: FURNISHING, DELIVERY, AND SERVICING OF VENDING MACHINES (BID #0016-23)

I, _____ (name)

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

I am the _____ (title)

of _____ (name of bidder), the 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__.

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

ACKNOWLEDGMENT OF ADDENDA/CLARIFICATION

BIDDER acknowledges receipt of the following listed Addenda or Clarification that have been issued for this Project. BIDDER warrants that this Bid fully accounts for all requirements, terms and conditions of these Addenda or Clarification. (BIDDER must type or print acknowledged Addenda or Clarification numbers and dates --- This bid form does not need to be returned if no Addenda(s) were issued.

Addenda or Clarification # _____	Date Received: _____
Addenda or Clarification # _____	Date Received: _____
Addenda or Clarification # _____	Date Received: _____

Vendor Name: _____

PS/Bid #: _____

Signature: _____

Name (Please Print): _____

Title: _____

Date: _____

Monmouth County Park System, County of Monmouth, State of New Jersey
Division of Purchasing
DISCLOSURE OF ENERGY SECTOR INVESTMENT ACTIVITIES IN IRAN
New Jersey Public Law 2012, Chapter 25

Solicitation Number: Bid #0016-23 **Bidder / Respondent:** _____

Project Description: FURNISHING, DELIVERY, AND SERVICING OF VENDING MACHINES

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: _____ (Number of 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: _____

EXHIBIT A

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.).

(Revised 2/2017)

EXHIBIT B

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 C

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the County of Monmouth, (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.

EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the County and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Commission, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Commission and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program? Yes No
If yes, please submit a photostatic copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Commission as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes No
If yes, please submit a photostatic copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a \$150.00 Fee and forward a copy of the Form to the Commission. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

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

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

COMPANY: _____ **SIGNATURE:** _____

PRINT NAME: _____ **TITLE:** _____

DATE: _____

REFERENCES

The Bidder must supply a minimum of three references. References must be from jobs similar to this project.

References:

1. Name of Project: _____

Address: _____

Name of Contact: _____

Phone Number of Contact: _____

2. Name of Project: _____

Address: _____

Name of Contact: _____

Phone Number of Contact: _____

3. Name of Project: _____

Address: _____

Name of Contact: _____

Phone Number of Contact: _____

4. Name of Project: _____

Address: _____

Name of Contact: _____

Phone Number of Contact: _____