

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

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

BID NO: #0024-25

ADVERTISED: MONDAY, JANUARY 27, 2025

BIDS DUE: THURSDAY, FEBRUARY 20, 2025, at 10:00AM

TO APPEAR IN PAPER: MONDAY, JANUARY 27, 2025

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Monmouth County Board of Recreation Commissioners at the Monmouth County Park System, Headquarters Building, Thompson Park, 805 Newman Springs Road, Lincroft, New Jersey 07738, until **10:00 a.m.**, prevailing time on **THURSDAY, FEBRUARY 20, 2025**, and then publicly read aloud for the following.

**1. FURNISHING AND DELIVERY OF AMUSEMENT RIDES, CONCESSIONS,
AND GAMES
(BID #0024-25)**

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. Bids must be delivered at the place and before the hour mentioned above. **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
Andrew J. Spears, 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 County Commissioners

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 PO BOX 322 TRENTON, N.J. 08646-0322</small>
TAXPAYER NAME:	TRADE NAME:	
ADDRESS:	SEQUENCE NUMBER:	
EFFECTIVE DATE:	ISSUANCE DATE:	
		 Acting Director New Jersey Division of Revenue
<small>FORM-BRC(05-00) 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 AND DELIVERY OF AMUSEMENT RIDES, CONCESSIONS, AND GAMES (BID #0024-25) 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 County Commissioners, Monmouth County Constitutional Officers (Sheriff, County Clerk, Prosecutor and Surrogate), and their respective employees, volunteers, and agents (together, the “County Indemnified Parties”), from and against (and pay the full amount of) all liabilities, obligations, delays, penalties, charges, taxes, fees and costs, deposits, actions, damages, claims, demands, judgments, losses, attorneys’ fees, expenses, and suits, and will defend the County Indemnified Parties in any suit, including appeals, for personal injury to, or death of, any person, or loss or damage to property, arising out of (1) 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: Andrew J. Spears, Director
Email: AndrewJ.Spears@co.monmouth.nj.us
Fax: 732-842-4162

with a copy to:

Jason Sena, Esq.
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, therefore. 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 \$1,000,000 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 \$1,000,000 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:

Andrew J. Spears, Director

ATTEST:

DATE: _____

DATE: _____

RESOLUTION NO: _____

PURCHASE ORDER NO: _____

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

SCOPE:

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

PROPOSAL:

The attached proposal must be submitted in order for bidders to be considered. The Purchasing Committee reserves the right to accept or reject any or all bids, and to award the contract in the best the interest of the Park System in accordance with 40A:11-13.2.

INSURANCE:

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

- 1) The contractor shall purchase and maintain the following insurance coverage at not less than the limits specified below.
 - a. Statutory workers compensation insurance as required by New Jersey law, including other states coverage, and employers' liability insurance at limits of at least \$500,000 each accident, and \$500,000 each employee, \$500,000 policy limit for disease.
 - b. Commercial general liability insurance or its equivalent for bodily injury, personal/advertising injury, and property damage, with minimum limits of \$1,000,000 each occurrence, \$1,000,000 personal and advertising liability, \$2,000,000 general aggregate, and \$2,000,000 products liability aggregate. Coverage shall include premises and operations, independent contractors, products and completed operations, and contractual liability coverage for liability assumed under this contract.
 - c. Business Auto Liability covering liability arising out of the ownership operation, maintenance or use of any owned, non-owned or hired vehicle, with minimum limits of \$1,000,000 each accident for bodily injury and property damage.
 - d. Umbrella excess liability or excess liability insurance or its equivalent with limits of \$4,000,000 per occurrence and aggregate. Underlying insurance shall include employers' liability, commercial general liability and business auto liability.

- 2) The County of Monmouth and the Monmouth County Board of Recreation Commissioners and their elected and appointed officials, officers, employees and authorized volunteers shall be named as additional insured on the Contractor's commercial general liability insurance, and umbrella excess or excess liability insurance policies. Coverage shall be primary to any self-insurance, insurance, or indemnity available to the County and Park System, and their elected and appointed officials, officers, employees and authorized volunteers.

- 3) Insurance provided to the County and Parks System and their elected and appointed officials, employees and authorized volunteers under any Contractor's liability insurance including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance. (Any cross suits or cross liability exclusion shall be deleted from Contractor's liability insurance policies required herein.)

HOLD HARMLESS:

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

PRE-BID ON-SITE MEETING:

Prior to submitting their proposals, bidders are encouraged to contact the Park System's representative in charge of rides and games, Jenn Troisi, at Fort Monmouth Recreation Area, 848-456-4278 Ext. 1#, in order to schedule a pre-bid meeting at East Freehold Showgrounds.

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

FAIR HOURS:

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

2025 Fair Dates and Times

Wednesday	July 23	4:00 p.m. – 11:00 p.m.
Thursday	July 24	4:00 p.m. - 11:00 p.m.
Friday	July 25	4:00 p.m. - 11:00 p.m.
Saturday	July 26	11:00 a.m. - 11:00 p.m.
Sunday	July 27	11:00 a.m. - 6:00 p.m.

2026 Fair Dates and Times (tentative dates, subject to Renewal Option being exercised)

Wednesday	July 22	4:00 p.m. - 11:00 p.m.
Thursday	July 23	4:00 p.m. - 11:00 p.m.
Friday	July 24	4:00 p.m. - 11:00 p.m.
Saturday	July 25	11:00 a.m. - 11:00 p.m.
Sunday	July 26	11:00 a.m. - 6:00 p.m.

2027 Fair Dates and Times (tentative dates, subject to Renewal Option being exercised)

Wednesday	July 21	4:00 p.m. - 11:00 p.m.
Thursday	July 22	4:00 p.m. - 11:00 p.m.
Friday	July 23	4:00 p.m. - 11:00 p.m.
Saturday	July 24	11:00 a.m. - 11:00 p.m.
Sunday	July 25	11:00 a.m. - 6:00 p.m.

LOCATION/LAYOUT:

A blank Rides and Games Area Layout Map is attached to this document. Bidders shall indicate on this map (2 pages) the proposed layout and location of their rides and games and concessions. A “Kiddie Ride” area is in a separate field area than the “Adult Rides.”

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

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

DORMITORY AREAS:

Accommodation for RVs, Campers, and trailers shall be available at East Freehold Showgrounds and Baysholm Tract – 351 Burlington Rd. Freehold. Exact numbers, locations, and sizes permissible at each location shall be determined after award of the contract.

REQUIRED LICENSING:

The contractor, at the contractor’s expense, shall obtain all necessary licensing required by the State of New Jersey for rides and games. All other concessions shall obtain temporary food licenses from Freehold Township, and fire permits from the County of Monmouth Fire Marshall. Copies of all licenses shall be provided to the Park System by June 1st of each year this contract is in force.

INSTALLATION:

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

All rides and games shall be completely set-up by 4:00 p.m. on the Tuesday before the opening of the Fair. At that time, the contractor and the Park System’s representative shall conduct a walk-through inspection together in order to determine if all rides and games are acceptable, or if any repairs, cleaning, or corrections need to be made. All repairs, cleaning, and corrections shall be completed by noon Wednesday – the opening day of the Fair.

REMOVAL:

Take down and removal of rides and games from the Fairgrounds shall be completed no earlier than 6:30 p.m. after the Fair closes on Sunday and no later than 3:30 p.m. on the Tuesday immediately following the fair without permission from the Park System. At that time, the contractor shall leave the Rides Area and dormitory area in a neat and clean condition, with no trash or debris on the ground. This shall be confirmed in a final inspection by the Park System's representative.

AMUSEMENT RIDES AND GAMES:

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

- The contractor shall submit as part of his proposal a list of available rides and games to be set up in the Rides Area, with the following information (see Required Attachments, page 14):
- Name and general description of each ride and game, including all subcontracted rides and games.
- Age of each ride.
- Proof of ownership of all rides and games by contractor and subcontractors.
- Proof of required insurance coverage by contractor and subcontractors.
- Price to play each game, in compliance with the State of New Jersey.

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

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

Rides:

- The contractor shall furnish no fewer than 25 mechanical rides.
- Of the minimum 25 rides provided, 9 shall be adult rides plus 6 adult spectacular/thrill rides and 10 shall be children's rides.
- 2 of the children's rides, either mechanical or inflatable, shall allow a child 32" in height and taller admission without a parent. (Refer to the variance page of the proposal if necessary.)
- Rides must be tested to determine all components/seats/safety restraints are in working order or ride must be replaced prior to fair opening. Rides with partial seats or malfunctioning/underperforming components/accessories will not be accepted.
- All rides shall be clean and free of broken parts.
- All rides shall be posted with New Jersey State Law riding restrictions.
- All rides shall be posted with the number of tickets needed for each ride.
- The contractor shall provide mats to completely cover all wires and hoses needed to support rides.
- The Park System reserves the right to reject or close down any rides that are run

- improperly or pose a hazard to Fair visitors.
- If the contractor intends to bring a horror/fun house to the Fair, prior approval shall be obtained from the office of the County Fire Marshal.

Games:

- The contractor shall furnish no less than 10 and no more than 15 licensed games.
- Games shall be housed in either self-contained trailers or ground tent units. “Home-made” games are not acceptable.
- All games operating in the Rides Area shall be licensed by the New Jersey Department of Community Affairs – Carnival - Amusement Ride Safety, and a copy of each license shall be posted on the game during its operation.
- Price charged per game shall comply with New Jersey Games of Chance regulations.
- The contractor shall not change the prices of games during the Fair.
- All games shall be properly lighted for night play.
- The contractor shall provide mats to completely cover all wires and hoses needed to support games.
- No live animals, including fish, shall be used in any game, or be offered as a prize.
- No prizes or awards shall be displayed or distributed that exhibit alcohol or drug paraphernalia, nudity or semi-nudity and/or are suggestive or offensive in any way. The Park System’s representative shall make the final determination about what may or may not be prohibited.
- No fireworks or weaponry, including knives, toy guns and martial arts paraphernalia, of any kind shall be displayed or distributed as prizes or awards.
- No sale of merchandise or souvenirs shall be permitted in the Rides Area.
- No side shows shall be permitted in the Rides Area.
- The Park System reserves the right to reject or close down any games that are run improperly or pose a hazard to Fair visitors.

Safety and Maintenance of Rides:

- The contractor shall meet or exceed all applicable standards for the safe placement, set-up, testing, maintenance, inspection, and operation of rides, games, and support equipment as set forth in the most current specifications of the manufacturers.
- The contractor shall maintain the Rides Area in a neat, clean, and sanitary condition at all times by removing and properly disposing of all refuse and recyclables, using the containers provided by the Park System for this purpose. The Park System shall be responsible for emptying said containers. Cardboard boxes shall not be left around or behind trailers.
- If a ride requires repairs that cannot be completed before opening the next day the Contractor must furnish a replacement ride at their cost.

CONTRACTOR’S FOOD CONCESSION TRAILER(S):

The contractor shall be allowed to operate a maximum of 4 food concession trailers. If the contractor plans to subcontract either or both of the food concessions, the Park System shall be notified by June 1st before the start of the Fair of the subcontracted concessionaire's name and address. All concessionaires must comply with the following:

- Placement: no more than 2 concession trailers are designated in the back midway rides area, and no more than 2 concession trailers designated in the front kiddlyland rides area. No rides food concessions are to be directly adjacent to back midway vendor food stands.

Final concession placement will be discussed and determined by the Park System Rides Committee.

- Menus may consist of sausage and peppers, hamburgers and hot dogs, pizza, cotton candy, popcorn, candied apples, snow cones, pre-packaged ice cream, and bottled drinks. No substitutions permitted.
- For recycling purposes, drinks shall be sold in cans or plastic containers. Styrofoam and glass containers shall not be permitted.
- Food concession trailers shall be provided by the contractor or subcontractor.
- Food concession trailers length shall be a maximum of 24'. (Refer to the variance page of the proposal if necessary.)
- Electric power shall be supplied by contractor.
- Only food products shall be sold.
- Food prices shall be clearly posted at all times.
- The contractor, and/or the contractor's subcontracted food concessionaire, shall meet all state and local health and fire regulations. A Freehold Township Health Officer and the County Fire Marshal shall inspect all food vendors at the Fair, including the contractor's concessionaires. The concessionaires shall apply for and obtain a health certificate from Freehold Township and a permit for the current year from the County Fire Marshal. Certification of approval must be received by the concessionaires prior to any sales, and a copy provided to the Park System.
- The concessionaires shall submit proof of Product Liability Insurance in the minimum amount of \$1,000,000.00. Copy of the Certificate of Insurance shall be forwarded to the Park System by June 1st each year this contract is in force. The County of Monmouth shall be named as additional insured on the concessionaire's policy, and the dates of the Fair shall be indicated.
- The concessionaires shall submit proof of Auto Insurance in the amount of \$1,000,000.00 liability.

RIGHTS TO AMUSEMENT RIDES, GAMES, AND CONCESSION:

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

SAFETY INSPECTIONS:

Pre-Opening Inspection:

- Inspection of rides shall be made by the New Jersey Bureau of Code Services for Carnival-Amusement Ride Safety. A Certificate of Safety Inspection shall be required of the contractor prior to opening of the Fair. A copy shall be available for review by the Park System.
- At the completion of set-up of the Rides Area the contractor, and the Park System's representative, shall conduct a walk-through inspection together in order to determine if all rides and games are acceptable, or if any repairs, cleaning, or corrections need to be made. All repairs, cleaning, and corrections shall be completed by noon on the opening day of the Fair.

Daily Inspection:

- An authorized representative of the ride's company, together with the Park System's representative, shall conduct a **daily inspection of the Rides Area** prior to each day's

Fair opening. As the daily inspection proceeds, the Park System's representative shall complete the Park System's *Monmouth County Fair Rides Area Daily Inspection Checklist*. A copy of this inspection checklist shall be provided to the contractor's representative each day. Any and all deficiencies noted on the *Checklist* shall be addressed and corrected by Fair opening.

- The contractor shall conduct a **daily safety inspection of all rides and games**, and report any problems to the Park System's representative.
- The Park System's representative shall be assigned to the Rides Area throughout the Fair. Any questions or complaints regarding the safety and/or operation of the Rides Area shall be referred to the Park System's representative. If in the judgment of the Park System's representative any ride or game is found to be unacceptable or unsafe, the contractor shall be notified, and the ride or game shall be shut down immediately. It shall remain closed until repairs have been made to correct the problem and the Park System's representative has been notified.

TICKETS/DIGITAL CREDIT PRICES:

Ticket/Digital Credit Prices:

- The Park System shall set the rides price per individual single ticket/digital credit at \$1.00. The vendor may charge a credit card surcharge fee in addition to the ticket price barring the credit card surcharge does not exceed the total service cost incurred to the vendor.
- Adult rides shall be 5 tickets per ride. Up to 6 spectacular rides may be 7 tickets per ride.
- All children's rides shall be 3 tickets per ride.

Tickets/Digital Credits:

- **All tickets and wristbands shall be furnished by the Vendor.**
- The number of tickets required to ride shall be posted at each ride.
- The contractor shall provide one ticket package deal of his choice.
- The Park System reserves the right to audit ticket sales.

Ticket/Digital Credit Selling:

- The contractor shall furnish all ticket sellers and collect all Rides revenue.
- The contractor shall provide credit card purchase access for patrons.
- The contractor shall provide ticket booths in each Rides area. A minimum of 3 ticket booths with 3-4 ticket sellers each shall be provided and placed during Fair set-up in consultation with the Park System's representative. If using a digital ticketing system, an equivalent amount of digital ticketing booths can be used in lieu of ticket booths.
- If utilizing a digital ticketing system, a minimum of 2 customer service representatives must be present during fair operating hours in order to assist customers when needed.
- Ticket sales shall occur from opening until 30 minutes before closing.
- The contractor shall provide daily ticket sales reports to The Park System.

Days and Hours of Ticket Sales:

2025 Fair Dates and Times

Wednesday	July 23	4:00 p.m. – 10:30 p.m.
Thursday	July 24	4:00 p.m. – 10:30 p.m.
Friday	July 25	4:00 p.m. – 10:30 p.m.
Saturday	July 26	11:00 a.m. - 10:30 p.m.
Sunday	July 27	11:00 a.m. - 5:30 p.m.

2026 Fair Dates and Times (tentative dates, subject to Renewal Option being exercised)

Wednesday	July 22	4:00 p.m. - 10:30 p.m.
Thursday	July 23	4:00 p.m. - 10:30 p.m.
Friday	July 24	4:00 p.m. - 10:30 p.m.
Saturday	July 25	11:00 a.m. - 10:30 p.m.
Sunday	July 26	11:00 a.m. - 5:30 p.m.

2027 Fair Dates and Times (tentative dates, subject to Renewal Option being exercised)

Wednesday	July 21	4:00 p.m. - 10:30 p.m.
Thursday	July 22	4:00 p.m. - 10:30 p.m.
Friday	July 23	4:00 p.m. - 10:30 p.m.
Saturday	July 24	11:00 a.m. - 10:30 p.m.
Sunday	July 25	11:00 a.m. - 5:30 p.m.

Wristbands:

- **All wristbands and tickets shall be furnished by the Vendor.**
- Wristbands shall be sold at a cost of \$30.00 each on the Wednesday, Thursday, and Sunday of the Fair by contractor's staff from Fair opening through 1 hour before closing and shall continue to be honored until closing.
- Wristbands shall be sold at a cost of \$35.00 each on the Friday and Saturday of the Fair by contractor's staff from opening to one hour before closing and shall continue to be honored until closing.
- The Park System shall, at its own discretion, furnish visitors with replacement wristbands as needed in order to properly re-fasten wristbands that are the wrong size or that are improperly attached.
- A Wristband shall entitle the holder to unlimited rides for the day of purchase.
- Individual single tickets shall also be sold during all Wristband hours.

Ticket and Wristband Refunds:

- The Vendor shall provide a reasonable accommodation for refunds when requested by a patron.
- In the event of a refund, the Park System shall not pay the contractor any portion for ticket or wristband sale.

COMMISSION/FEES:

The Park System shall receive a flat fee of \$20,000. The contractor shall indicate their bid on the proposal page, nothing listed shall be construed as minimum bid of \$20,000. The Park System will issue a prorated refund of \$500/hr for weather related fair closure. The Park System shall provide some utilities to various locations as well as games, provide space for up to 20 bunk/house trailers, provide parking and storage for personal and transport vehicles.

The Park System shall also receive a minimum of 35% commission on gross amusement ride ticket/wristband sales.

The Park System shall receive a minimum flat fee of \$750 for each game and \$1500 for each food concession trailer operated during the Fair.

The contractor shall indicate their bid on the proposal page, nothing listed shall be construed as the minimum bid for each item.

In the event the Fair must be closed for inclement weather, or any other reason. There shall be no refunds except for the flat fee which shall be prorated at \$500/hr.

PAYMENT:

- 100% of the flat fee is due on the Monday before fair opening.
- Final payment of the ticket sale commission is due two hours after closing the last day of the Fair.

TAXES:

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

INCLEMENT WEATHER:

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

RIDES AND GAMES OPERATORS:

- All of the Park Systems Rules and Regulations remain in effect during the course of the Fair and under the period of this contract.
- The contractor shall comply with all federal, state, and local hiring and employment requirements, and shall provide only competent workers.
- All rides and games operators shall be able to communicate in English.
- The contractor shall be accountable for the actions of all of his employees and/or other members of his group for the entire time they are on Park System property.
- The Park System shall notify the contractor in writing if any person employed on the premises is incompetent, rude, discourteous, disorderly, or otherwise unsatisfactory.

Upon the second written notification, such person shall be removed from the Rides Area and shall not be allowed to return for the rest of the Fair.

- If the contractor's employees or members of his group are allowed to stay overnight on Park System grounds in areas determined by the Park System, the contractor shall furnish them with suitable accommodations, i.e. dormitory trailers with employee sleeping quarters.
- Employees shall not be allowed to sleep in the rides area, nor shall dormitory trailers be setup within the rides area.
- The contractor's employees shall be confined to their designated living and operating area during the periods when the Fair is not open to the general public.
- For those staying at East Freehold Showgrounds, water and electric shall be available. The contractor shall supply necessary hoses and extension cords. The contractor may be required to remove hoses and cords during the day if the Park System's representative determines that they interfere with Fair operations or cause a safety hazard.
- The contractor and his employees shall not have any dogs or other animals on the Fairgrounds, including within designated living area.
- The contractor and his employees shall not have any firearms on the Fairgrounds, including within designated living areas.
- The contractor and his employees shall not smoke in the Rides Area.

DUMPING:

- All trailers shall be self-contained. No dumping of waste material of any type shall be permitted on the Fairgrounds. This shall be strictly enforced and monitored, violators are subject to a written summons and the violator shall be immediately removed from the Fairgrounds and shall not be allowed to return.

SEX OFFENDER AFFIDAVIT:

The contractor shall complete and sign the attached affidavit for all employees on site in order to prevent Sexual Offenders from entering the Fairgrounds. The affidavit shall be submitted to the Park System by Monday before the Fair opening day.

UNIFORMS:

All of the contractor's employees, including owners, operators, and laborers, shall be required at all times while rides and games are being operated to wear a **uniform identifying themselves as an employee of the contractor's amusement company**. Uniforms shall consist of mandatory amusement company shirt, and optional hats and jackets. **Photo identification nametags** shall be required. All employees shall be clean and neat in appearance while rides and games are being operated.

RECENT HISTORY OF OPERATION AND GROSS RECEIPTS FROM MECHANICAL RIDES:

For the 2019 Monmouth County Fair, all mechanical rides were provided by Reithoffer Shows, Inc., Gibsonton, Florida. An initial flat rate fee of \$20,000.00 plus a percentage of revenue was established. The total gross receipts for rides were \$331,958. This figure does not include any revenue from games or food trailers.

2020 Monmouth County Fair was CANCELED due to Covid-19 Pandemic

For the 2021 Monmouth County Fair, all mechanical rides were provided by Reithoffer Shows, Inc., Gibsonton, Florida. An initial flat rate fee of \$20,000.00 plus a percentage of revenue was established. The total gross receipts for rides were \$541,778. This figure does not include any revenue from games or food trailers. Opening moved to 4:00 pm from 5:00 pm Wednesday – Friday. There was a 1 hour delayed opening on Wednesday.

For the 2022 Monmouth County Fair, all mechanical rides were provided by Blue Star Amusements, LLC., of Woodland Park, NJ. An initial flat rate fee of \$20,000.00 plus a percentage of revenue was established. The total gross receipts for rides were \$531,545.50. This figure does not include any revenue from games or food trailers.

For the 2023 Monmouth County Fair, all mechanical rides were provided by Blue Star Amusements, LLC., of Woodland Park, NJ. An initial flat rate fee of \$20,000.00 plus a percentage of revenue was established. The total gross receipts for rides were \$450,043.84. This figure does not include any revenue from games or food trailers. The 2023 Fair closed at 10:30pm on Friday, July 28th due to inclement weather. The 2023 Fair also closed from approximately 6:50 – 9pm on Saturday 7/29th due to inclement weather.

For the 2024 Monmouth County Fair, all mechanical rides were provided by Blue Star Amusements, LLC., of Woodland Park, NJ. An initial flat rate fee of \$20,000.00 plus a percentage of revenue was established. The total gross receipts for rides were \$574,952.00. This figure does not include any revenue from games or food trailers.

PERIOD OF CONTRACT:

The contract period shall be from July 22-27, 2025. The Park System shall have the right, at its sole option, to extend the contract for up to 2 additional 1-year periods (2026-2027). In the event the Park System exercises such right, all terms, conditions, and provisions of the contract shall remain the same and apply during the renewal period.

METHOD OF AWARD:

The bid shall be awarded to the responsible bidder providing the highest lump sum bid based on the sum of the following figures:

- Flat fee for rides/accommodations (minimum to Park: \$20,000)
- Commission for rides ticket/wristband sale (minimum to Park: 35%)
- Flat fee for games trailers: (minimum to Park: \$750 per game trailer)
- Flat fee for food trailers: (minimum to Park: \$1,500 per food trailer)

Additionally, the following factors shall be reviewed and considered when evaluating the bids:

- A maintenance schedule detailing contractor's system for maintaining rides both mechanically and aesthetically.
- Liability/Loss records and loss control reports from contractor's insurance company or companies for last three (3) years.
- Age, type, desirability and mix of rides and games.
- Proposed marketing and promotion activities.
- Reputation and/or past performance of contractor's operation.
- Qualifications of the staff.
- Visitor complaints received from previous Monmouth County Fairs for both

equipment and operators.

- Violations of Legalized Games of Chance Commission from previous Monmouth County Fairs.
- Past experience with the Contractor.

REQUIRED ATTACHMENTS

Safety

Safety Procedures:

Describe current safety policies and procedures that affect employees and customers. Include any independent ride inspections and a copy of employee safety training procedures. Describe the use of in-house safety department.

On Site Maintenance:

Attach a copy of on-site maintenance policies and procedures.

Accident History

The contractor shall list any accidents, safety violations, or significant incidents involving the firms and the firm's subcontractors' attractions to date for the previous three years. If others owned or operated any of the attractions during this period, details of accidents, safety violations, or significant incidents must be provided.

Crisis Response:

Describe the firms crisis response and management plan, how employees respond to an emergency, and how management assists in investigation, interacts with the press, follows up on incidents, and initiates preventive measures to insure no future occurrences of the same type of emergency.

Operations

Advertising and marketing Strategy:

Provide a brief description of the firm's promotion and marketing activities for the fair that will enhance carnival revenues. Describe proposed discount promotion plans. Specify other resources, if any, the firm will be willing to allocate to advertising and marketing.

Accounting Procedures:

Provide a detailed description of the controls to be used to ensure the financial reporting integrity of the Contractor's operation. Include ride ticket handling and control, and inventory control.

Equipment and Concession List

Submit a complete equipment list of rides/shows itemized by name of manufacturer, serial number, year of manufacturer, and riding capacity per hour as rated by manufacturers stated standards; maintenance records; names and addresses of the current owners of such equipment; and a complete list and description of concessions, game booths, trailers, and games of skill to be presented at the Fair. Include a list of support equipment to be provided.

Qualifications

Contractor Experience

List in detail the firm's experience in providing Carnival services of the type sought in this RFP. Proposal must include a complete list of all fair and still-date engagements to date for the last 3 years. Provide the name of a contact person for each engagement.

Letters of Recommendation:

Provide three (3) letters of recommendation from organizations for which the firm has provided carnival services for the past five (5) years.

Organizational Chart and resumes:

Provide a detailed organizational chart for the firm, listing the area of responsibility for each person shown on the chart. Provide a resume for each officer or person in management capacity who will be involved with carnival operations.

Owner and Management Relationship:

Specify the firm's owner, president, or chief executive officer or officers who will be present during carnival operations and if not, the firm's procedures for delegating authority to responsible supervisory personnel.

BIDDER'S CHECKLIST

BID #: 0024-25

(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>	Acknowledgement of Addenda or Revisions (if any)	_____

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

<u> X </u>	Non-Collusion Affidavit	_____
<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>	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus	_____
<u> X </u>	Certification to Prevent Certain Convicted Sexual Offenders	_____

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 AND DELIVERY OF AMUSEMENT RIDES,
CONCESSIONS AND GAMES TO THE MONMOUTH COUNTY BOARD
OF RECREATION COMMISSIONERS, LINCROFT, NEW JERSEY**

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

1. Flat fee to be paid to Park System (\$20,000 minimum bid) for the 5-day Fair. Prorated refund at \$500/hr. for weather related fair closure.	\$20,000.00 Minimum \$ _____
2. Commission to be paid to the Park System as a percent of gross rides ticket/wristband sales (35% minimum bid). \$100,000 hypothetical sales figure provided to make calculation for evaluation of bid.	_____ % x \$100,000 = \$ _____
3. Flat fee to be paid to the Park System per game unit (minimum of \$750.00 per game will be accepted). Minimum 10, maximum 15 games.	_____ x \$750.00 = \$ _____ No. of Games x Commission, = Per Game
4. Flat fee paid to the Park System for each food concession unit (minimum of \$1500 per food concession unit will be accepted). Minimum 0, maximum 4 concession units.	_____ (4 MAX) x \$1,500.00 = \$ _____ Number of units x Fee = Per Concession.
Total lump sum bid, as a sum of 4 items above:	\$ _____

VARIANCES IF ANY:

INSURANCE COVERAGE

The name of the Liability Insurance Company having coverage of the contractor's Amusement Rides and Games:

(Copy of Certificate of Insurance to be provided to the Monmouth County Park System no later than June 1st each year this contract is in force).

The name of the Liability Insurance Company having coverage of the subcontractor's(s') Amusement Rides and Games:

(Copy of Certificate of Insurance to be provided to the Monmouth County Park System no later than June 1st each year this contract is in force).

The name of the Liability Insurance Company having coverage for the contractor's/ subcontractor's(s') food concession trailer(s):

(Copy of Certificate of Insurance to be provided to the Monmouth County Park System no later than June 1st each year this contract is in force).

RIDE IDENTIFICATION SHEET

Use a separate sheet for each ride

Name of Ride: _____

Type of Ride (spectacular adult kiddie): _____

Footprint of Ride: _____

Serial Number: _____

Date of Manufacture: _____

Name of Owner: _____

Address of Owner: _____

Specs (capacity, duration, height/weight requirements): _____

Refurbishment History: _____

Loss History: _____

Certification to Prevent Certain Convicted Sexual Offenders
Monmouth County Park System

This certification is to be filled out by the applicant/ person entering into Vendor contract with the Monmouth County Park System.

The applicant is solely responsible for all that is contained herein.

Reference is made to N.J.S.A. 2C:7-23 Prohibitions Upon Sex Offender Participation in any Youth Serving Organization, which is incorporated herewith and made a part of this Certification (see attached):

I, _____, of full age, by way of certification in lieu of oath, deposes and says:

1. I am not a person who has been convicted, adjudicated delinquent or found not guilty by reason of insanity for the commission of a sex offense, as defined in subsection b. of section 2 of P.L.1994, c. 133 (N.J.S.A. 2C:7-2), or a similar crime under the statutes of any other state or nation, which involves a victim under 18 years of age.
2. I will not allow any person who has been convicted, adjudicated delinquent or found not guilty by reason of insanity for the commission of a sex offense, as defined in subsection b. of section 2 of [P.L.1994, c. 133 \(N.J.S.A. 2C:7-2\)](#), or a similar crime under the statutes of any other state or nation, which involves a victim under 18 years of age, to work at Monmouth County Park System facilities.
3. I understand that an “excluded sex offender,” as defined in [N.J.S.A. 2C:7-22](#), who holds a position or otherwise participates in a youth serving organization like the Monmouth County Park System, is guilty of a crime of the third degree. I further understand that one who knowingly hires, engages, or appoints an excluded sex offender to work at a youth serving organization like the Monmouth County Park System is guilty of a crime of the fourth degree.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Legal Name
(Please Print)

Legal Signature

Date: _____

(Note: All persons entering into contract with the Monmouth County Park System must check all potential workers through the New Jersey State Police Megan’s Law website at http://www.state.nj.us/lps/njsp/info/reg_sexoffend.html. For websites in other states, refer to www.klaaskids.org.

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 DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

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

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

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

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

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

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **County of Monmouth, Monmouth County** relying on the information contained herein and that I am 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 information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **County** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

NON-COLLUSION AFFIDAVIT

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

STATE OF _____) ss:

COUNTY OF _____)

Re: FURNISHING AND DELIVERY OF AMUSEMENT RIDES, CONCESSIONS,
AND GAMES
(BID #0024-25)

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

Addendum or Clarification # _____ Date Received: _____
Addendum or Clarification # _____ Date Received: _____
Addendum or Clarification # _____ Date Received: _____

Vendor Name:

PS/Bid#:

Signature:

Name (Please Print):

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: _____

Description of Work: _____

Year Installed: _____

Name of Contact: _____

Phone Number of Contact: _____

2. Name of Project: _____

Address: _____

Description of Work: _____

Year Installed: _____

Name of Contact: _____

Phone Number of Contact: _____

3. Name of Project: _____

Address: _____

Description of Work: _____

Year Installed: _____

Name of Contact: _____

Phone Number of Contact: _____

4. Name of Project: _____

Address: _____

Description of Work: _____

Year Installed: _____

Name of Contact: _____

Phone Number of Contact: _____

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. and N.J.S.A.40A:11-2.2 (L. 2022, c. 3) any person or entity (hereinafter “Vendor”) that seeks to enter into or renew a contract with a local contracting unit subject to the Local Public Contracts Law for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of “Vendor” below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify

(Check the Appropriate Box)

A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

B. That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

C. That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor’s activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor’s Authorized Representative

Date

Print Name and Title of Vendor’s Authorized Representative

Vendor’s FEIN

Vendor’s Name

Vendor’s Phone Number

Vendor’s Address (Street Address)

Vendor’s Fax Number

Vendor’s Address (City/State/Zip Code)

Vendor’s Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).



East Freehold
County Park

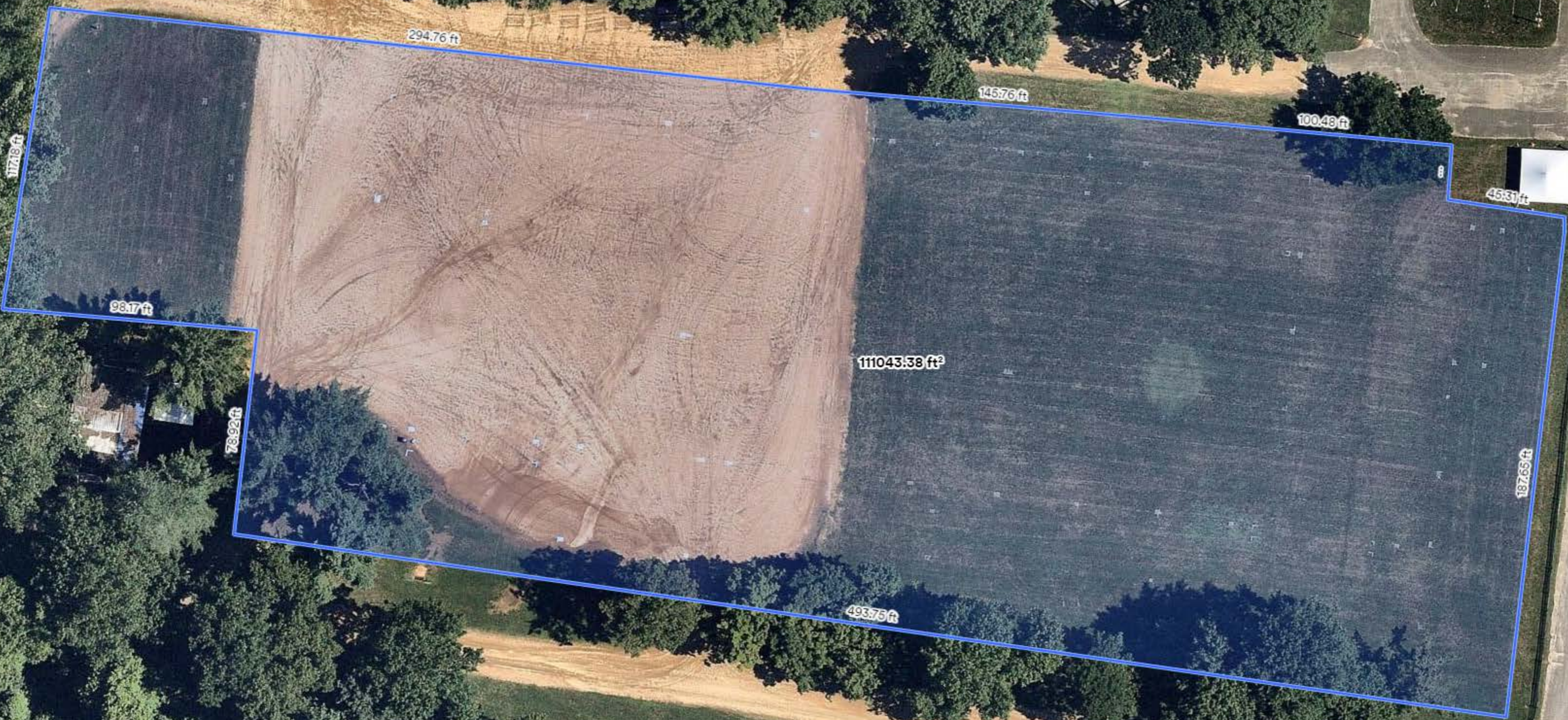
206.1ft

33704.58 ft²

163.54ft

206.1ft

163.54ft



Tue Jul 2 2019

Imagery © 2022 Nearmap, HERE

