

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

**FURNISHING OF  
VENDING SERVICES**

**BID NO: #0034-14**

**ADVERTISED: FRIDAY, APRIL 4, 2014**

**BIDS DUE: TUESDAY, APRIL 29, 2014 at 10:00**

**TO APPEAR IN PAPER: FRIDAY, APRIL 4, 2014**

**NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received by the Monmouth County Board of Recreation Commissioners at the Monmouth County Park System HEADQUARTERS BUILDING, Thompson Park, 805 Newman Springs Road, Lincroft, New Jersey 07738, until **10:00 a.m.**, prevailing time on **TUESDAY, APRIL 29, 2014** and then publicly read aloud for the following:

- 1. FURNISHING AND DELIVERY OF GOLF COURSE SUPPLIES  
(BID #0033-14)**
- 2. FURNISHING OF VENDING SERVICES  
(BID #0034-14)**

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

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

All bidders are required to comply with requirements of P.L. 1975, c.127, N.J.S.A. 10:5-31, et seq. (N.J.A.C. 17:27) (Affirmative Action), 42 U.S.C. 512101, et seq. (Americans with Disabilities Act), and N.J.S.A 40A:11-16 “Designated Subcontractors,” N.J.S.A. 52:32-44 (Business Registration) and N.J.S.A. 34:11-56.25, et seq. (Prevailing Wage), "The Public Works Contractor Registration Act" (P.L.1999, s.238, as amended by P.L.2003, c.91), and all other laws and regulations that apply to bidding and the performance of the proposed contract.

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

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

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

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

Fred J. Rummel, Chairman  
James J. Truncer, Secretary-Director  
Stephanie Weise, Purchasing Agent

## GENERAL CONDITIONS

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

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

16. MANDATORY BUSINESS REGISTRATION CERTIFICATE

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

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

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

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


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

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

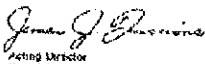
Sample Business Registration Certificates are attached. Certain other forms, such as a Certificate of Authority to collect Sales and Use Taxes or a Certificate of Employee Information Report Approval, are **not** proof of business registration.

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

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

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

**OR**

<b>STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE</b>		<small>DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 312 TRENTON, N. J. 08646-0312</small>
TAXPAYER NAME:	TRADE NAME:	
ADDRESS:	SEQUENCE NUMBER:	
EFFECTIVE DATE:	ISSUANCE DATE:	
		 Acting Director New Jersey Division of Revenue
<small>FORM-BRC(0A-01) This Certificate is NOT assignable or transferrable. If not of the correct size, use kind of above address.</small>		

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

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

## GENERAL SPECIFICATIONS

### INTENT:

It is the intent of this specification to describe and govern the **FURNISHING OF VENDING SERVICES (BID #0034-14)** hereafter, referred to as the items.

### SCOPE:

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

### GENERAL:

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

### EQUAL/TIE BIDS:

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

### PRICE DISCREPANCY:

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

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

### GUARANTEE:

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

### PRODUCT:

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

### QUANTITY:

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

### PROPOSAL FORM:

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

**SAMPLE ONLY - PAGE #1**

**CONTRACT**

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

party of the second part.

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

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

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

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

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

**SAMPLE ONLY - PAGE #2**

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

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

MONMOUTH COUNTY BOARD OF  
RECREATION COMMISSIONERS

BY: \_\_\_\_\_  
Fred J. Rummel, Chairman

BY: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
James J. Truncer  
Secretary-Director

\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**FURNISHING OF VENDING SERVICES TO THE MONMOUTH COUNTY  
BOARD OF RECREATION COMMISSIONERS, LINCROFT, NEW JERSEY**

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

1. Introduction

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

2. Organization

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

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

3. Inquiries

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

Stephanie Weise, Purchasing Agent  
Monmouth County Park System  
(732) 842-4000 x4330.

## PART TWO

### SCOPE OF WORK

1. General Requirements:

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

2. Specific Machine and Product Specifications

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

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

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

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

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

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

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

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

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

3. Specific Personnel and Service Requirements

- 3.1 The contractor shall furnish same day service or repair, seven (7) days per week and must service and stock vending machines to insure that the vending machines never become empty of any product(s) or have products in them which have expired.
  - 3.1.1 The contractor must have trained, competent repair persons within 4 to 8 hours to make repairs on the vending machines as needed. The contractor must give the name(s) and telephone number(s) of the service personnel to the County so that malfunctions may be reported immediately.
- 3.2 The contractor shall be responsible for refunds. A uniform system of refunding money acceptable to the County must be in operation at all times (i.e., the contractor must provide a workable system for refunding money to individual customers who insert money in a vending machine and receive no product in return or receive an expired product.)
  - 3.2.1 The contractor must post basic instructions for refunds and/or reporting of malfunctions on each vending machine.
- 3.3 All service employees of the contractor must wear distinguishable uniforms while working at the specified locations.
- 3.4 The contractor must have demonstrated successful vending machine service similar to the service required herein at a location of the same size or greater.

4. Accounting Requirements:

- 4.1 On a monthly basis, the contractor shall return to the County a percentage commission of the total net sales for all vending machines. The total net sales shall be gross sales less sales tax. The percentage of net sales shall be that stated by the contractor in Bid Proposal Form.
  - 4.1.1 Immediately upon award of the contract, the contractor shall submit to the County a schedule for the upcoming year which details the closing dates for each monthly period. Within ten (10) calendar days following each such monthly closing date, the contractor shall submit the appropriate commission payment to the County and shall make all commissions payable by check to the Board of Recreation Commissioners, 805 Newman Springs Rd., Lincroft, NJ 07738, Attention: Stephanie Weise, Purchasing Agent.

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

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

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

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

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

5. Other Requirements

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

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

## PART THREE

### CONTRACTURAL REQUIREMENTS

1. Contract Period:

1.1 The original contract period shall be for the period beginning DATE OF AWARD OF CONTRACT and ending DECEMBER 31, 2014. The contract shall not bind, nor purport to bind, the County for any contractual commitment in excess of the original contract period. The County shall have the right, at its sole option, to extend the contract for two (2) additional one year periods, (2015 and 2016) or any portion thereof. In the event the County exercises such right, all terms, conditions, and provisions of the contract shall remain the same and apply during the renewal period.

2. Applicable State Laws and Encumbrances:

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

3. Liabilities, Rights and Remedies:

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

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

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

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

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

4. Contract Documents:

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

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

5. Amendments to Contract:

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

6. Assignments

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

7. Communications and Notices:

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

8. Bankruptcy or Insolvency:

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

9. Insurance:

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

A. Workmen's Compensation and Employer's Liability Insurance - shall be maintained, in force, during the life of this contract, by the bidder covering all employees engaged in performance of this contract in accordance with the applicable statute.

B. General Liability/Product Liability Insurance – Bodily injury and Property damage, including coverage of premises/operations; products/completed operations; broad form property damage, independent contractors; blanket contractual and, if applicable, explosion, collapse and underground (XCU). Limits of not less than \$1,000,000.00 for both bodily injury and property damage are required. A combined single limit of \$1,000,000.00 is acceptable

C. Comprehensive Automobile Liability Insurance – Bodily injury and property damage with limits not less than \$1,000,000.00 per person or occurrence. A combined single limit of \$1,000,000.00 is acceptable. Coverage must included hired and non-hired vehicles.

D. County Additional Insured: The County of Monmouth, Monmouth County Board of Recreation Commissioners, and their

respective officers, servants and agents must be named as additional insured on all policies except the Worker's Compensation policy.

10. Contractor Status:

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

## PART FOUR

### INSTRUCTION TO BIDDERS

#### 1. Bidder's Contacts:

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

#### 2. Submission of Bids:

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

#### 3. Bid Evaluation/Contract Award:

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

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

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

4. Submission of Exhibits:

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

**EXAMPLE**

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

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

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

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

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

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

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

## BIDDER'S CHECKLIST

BID #: 0034-14

(Owner's checkmarks)



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



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

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

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

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

**THE UNDERSIGNED BIDDER HEREWITH SUBMITS THE ABOVE REQUIRED DOCUMENTS:**

PRINT NAME OF BIDDER: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

PRINT NAME AND TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

SUBMITTED BY: \_\_\_\_\_  
(Company Name)

**PROPOSAL**

**VENDING MACHINE SERVICES FOR THE PERIOD OF  
DATE OF AWARD THROUGH DECEMBER 31, 2014.**

TO THE MONMOUTH COUNTY PARK SYSTEM, LINCROFT, NEW JERSEY

TO THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS.

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

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

NOTE: NJ TAX EXEMPTION NO. #69-0220842

VARIANCE IF ANY: \_\_\_\_\_  
\_\_\_\_\_

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

having principle offices at: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

FEDERAL TAX ID NO. OR SOCIAL SECURITY NO. \_\_\_\_\_

BUSINSS PHONE \_\_\_\_\_ FAX \_\_\_\_\_  
800# \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

WEB ADDRESS \_\_\_\_\_

DATED \_\_\_\_\_

Attachment 1  
Vending Machine Locations

1. Pine Brook Gold Course, Covered Bridge Rd. Manalapan, NJ 07726
  - 1 Snack Machine - Clubhouse
  - 1 Drink Machine - Clubhouse
  
2. Turkey Swamp Park, Nomoco Rd. Freehold, NJ 07728
  - 1 Drink Machine – Nomoco Restroom
  - 1 Drink Machine – Laundry Building
  - 1 Snack - Laundry Building
  - 1 Drink Machine – Shelter Building
  - 1 Snack Machine – Shelter Building
  
3. Dorbrook Recreation Area, Rte. 537, Colts Neck, NJ 07728
  - 1 Drink Machine – Soccer Fields
  - 1 Drink Machine – Softball Fields
  - 1 Drink Machine – Visitor Center Shed
  - 1 Snack Machine – Visitor Center Shed
  
4. Thompson Park, 805 Newman Springs Rd. Lincroft, NJ 07738
  - 1 Drink Machine – Craft Center
  - 1 Snack Machine – Craft Center
  - 1 Drink Machine – Visitor Center
  - 1 Drink Machine – Headquarters
  - 1 Drink Machine – Ski Hut
  - 1 Snack machine – Ski Hut
  
5. Shark River Park, Schoolhouse Rd. Neptune, NJ 07753
  - 1 Drink Machine – Shelter Building
  - 1 Snack Machine – Shelter Building
  
6. Bel-Aire Golf Course, Hwy. 34, Wall, NJ 07719
  - 1 Drink Machine – Pro Shop
  - 1 Snack Machine – Pro Shop
  
7. Manasquan Reservoir, 311 Windeler Road, Howell 07731
  - 2 Drink Machines – Bait Shop
  - 1 Snack Machine – Bait Shop

8. Seven Presidents Skate Park Building, 221 Ocean Avenue North, Long Branch, NJ 07740
  - 1 Drink Machine – Skate Park
  
9. Shark River Golf Course, 320 Old Corlies, Neptune, NJ 07753
  - 2 Drink Machines – Pro Shop
  - 1 Snack Machine – Pro Shop
  
10. Holmdel Park, 44 Longstreet Road, Holmdel, NJ 07733
  - 2 Drink Machines – Shelter Building
  - 1 Snack Machine – Shelter Building
  
11. Monmouth Cove Marina, 200 Port Monmouth Road, Port Monmouth, NJ 07758
  - 1 Drink Machine – Maintenance Shop
  - 1 Snack Machine – Maintenance Shop
  
12. Ft. Monmouth, 2566 Guam Lane, Tinton Falls NJ 07724
  - 1 Drink Machine – Recreation Center
  - 1 Snack Machine – Recreation Center

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

Attachment 2  
Product/ Brand/Vending Price

**Soda**

12 Oz size cans (no glass container allowed)  
Vending Price – \$1.00

20 Oz size plastic bottles (no glass container allowed)  
Vending Price - \$1.75

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

---

**Juices, water,  
sports drinks**

Product must be a national brand. ***Product offering must include, but not limited to, water and sports drinks.***  
11.5 or 12 Oz size cans (no glass container allowed)  
Vending Price: \$1.00

16 Oz size plastic bottles (no glass container allowed)  
Vending Price: \$1.50

20 Oz size plastic bottles (no glass container allowed)  
Vending Price: \$1.75

**Hot Beverages**

***Optional Product offering,*** must be a national brand.  
Coffee, specialty coffees, cocoa, & tea.  
Vending Price: \$1.25

---

**Snacks, mints, gums,  
candies, & pastries**

Product must be a national brand. ***Product offering must include, but not limited to:***

Snacks	\$0.70
Roll Candy, gum, & mints	\$0.65
Candies & small cookies	\$1.00
Pastries & large cookies	\$1.25

ATTACHMENT 3  
(2 pages)  
CONTRACTOR'S DATA SHEET

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

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

The number of years your firm has been performing these services \_\_\_\_\_

How many personnel will be available to work on this contract \_\_\_\_\_

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

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

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

Name \_\_\_\_\_

Years Employed by Firm \_\_\_\_\_

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

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

Names	Numbers
_____	_____
_____	_____
_____	_____
_____	_____

Name of Insurance Company \_\_\_\_\_

Name of Insurance Representative \_\_\_\_\_

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

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

BIDDER \_\_\_\_\_

DATE \_\_\_\_\_





## CAUTION

### REGARDING STATEMENT OF OWNERSHIP

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

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

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

# STATEMENT OF OWNERSHIP

Name of Business: \_\_\_\_\_

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership                       Corporation                       Sole Proprietorship  
 Limited Partnership               Limited Liability Corporation       Limited Liability Partnership  
 Subchapter S Corporation

Stockholders:

Name:	Name:
Home Address:	Home Address:
_____	
Name:	Name:
Home Address:	Home Address:
_____	
Name:	Name:
Home Address:	Home Address:
_____	

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name & Title)

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY

COUNTY OF \_\_\_\_\_

ss:

I,

\_\_\_\_\_ of the City of \_\_\_\_\_

in the County of \_\_\_\_\_

and the State of \_\_\_\_\_

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_ the bidder making the Proposal for the above-named project, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the County of Monmouth relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained

By \_\_\_\_\_  
(Name of Contractor)

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

Subscribed and sworn to \_\_\_\_\_

(Also type or print name of affiant under signature)

before me this \_\_\_\_\_ day  
of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_

Notary Public of My commission expires \_\_\_\_\_, 20\_\_\_\_

OFFICIAL SEAL OR STAMP REQUIRED.

## EXHIBIT A

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

#### GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

- a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- b. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- c. The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.**, as amended and supplemented from time to time and the Americans with Disabilities Act.
- e. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with **N.J.A.C. 17:27-5.2**.

- f. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- g. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
- h. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
- i. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:
- Letter of Federal Affirmative Action Plan Approval
  - Certificate of Employee Information Report
  - Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))
- j. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**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](http://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:** \_\_\_\_\_

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

---

**Solicitation Number:** \_\_\_\_\_ **Bidder / Respondent:** \_\_\_\_\_

**Project Description:** \_\_\_\_\_

**PART 1 – CERTIFICATION – CHECK THE APPROPRIATE BOX:**

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

OR

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

---

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

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

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

Relationship to Bidder / Respondent: \_\_\_\_\_

Description of Activities: \_\_\_\_\_

Duration of Engagement: \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_

Bidder / Respondent Contact Name: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

Check here if additional pages are attached and state number of attached pages: \_\_\_\_\_ (Number of pages attached.)

---

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

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

Full Name (Print) \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_