

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

**FURNISHING OF TREE TRIMMING
SERVICES, SUPPLEMENT #1**

BID NO: #0064-13

ADVERTISED: THURSDAY, SEPTEMBER 12, 2013

BIDS DUE: THURSDAY, SEPTEMBER 26, 2013 at 10:00 AM

TO APPEAR IN PAPER: THURSDAY, SEPTEMBER 12, 2013

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Monmouth County Board of Recreation Commissioners at the Monmouth County Park System HEADQUARTERS BUILDING, Thompson Park, 805 Newman Springs Road, Lincroft, New Jersey 07738, until **10:00 a.m.**, prevailing time on **THURSDAY, SEPTEMBER 26, 2013** and then publicly read aloud for the following:

**1. FURNISHING OF TREE TRIMMING SERVICES, SUPPLEMENT #1
(BID #0064-13)**

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

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

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

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

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

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

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

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

GENERAL CONDITIONS

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

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

16. MANDATORY BUSINESS REGISTRATION CERTIFICATE

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

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

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

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


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

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

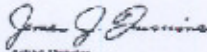
Sample Business Registration Certificates are attached. Certain other forms, such as a Certificate of Authority to collect Sales and Use Taxes or a Certificate of Employee Information Report Approval, are **not** proof of business registration.

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

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 222 TRENTON, N. J. 08646-0222</small>
TAXPAYER NAME:	TRADE NAME:	
ADDRESS:	SEQUENCE NUMBER:	
EFFECTIVE DATE:	ISSUANCE DATE:	
		 Acting Director New Jersey Division of Revenue
<small>FORM DEC (03-01)</small>		<small>THIS CERTIFICATE IS NOT VALID UNLESS IT IS RECEIVED AT THE ADDRESS ABOVE.</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 TREE TRIMMING SERVICES, SUPPLEMENT #1 (BID #0064-13)** 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: _____
Edward J. Loud, Chairman

BY: _____

ATTEST:

ATTEST:

James J. Truncer
Secretary-Director

DATE: _____

DATE: _____

SPECIFICATIONS FOR THE FURNISHING OF TREE TRIMMING SERVICES, SUPPLEMENT #1 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 TREE TRIMMING SERVICES, Supplement #1 as specified herein.

PROPOSAL:

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

INSURANCE:

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

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

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

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

D County Additional Insured: The County of Monmouth must be named as additional insured on all policies except the Worker's Compensation policy.

MANDATORY BUSINESS REGISTRATION CERTIFICATE GOODS AND SERVICES:

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) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, the contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) 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 sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier 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.

Any questions in this regard can be directed to the Division of Revenue at 609-292-1730. Form NJ-REG can be filed online at:

<http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity>

CONTRACTOR REGISTRATION:

THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT (P.L.1999, s.238, as amended by P.L.2003, c.91), Revision to Existing Law effective August 17, 2003:

34:11-56.51 Registration required for contractors, subcontractors.

No contractor shall bid on any contract for public work as defined in section 2 of P.L.1963,c.150 (C.34:11-56.26) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to P.L.1999, c.238 (C34:11-56.48 et seq.) at the time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to that act.

34:11.56.55 Submission of all subcontractor registration certificates by contractor.

Each contractor shall, after the bid is made and prior to the awarding of the contract, submit to the public entity the certificates of registration for all subcontractors listed in the bid proposal. Applications for registration shall not be accepted as a substitute for a certificate of registration for the purposes of this section.

L.1999,c.238,s.8; amended 2003,c.91., s4.

Registration now pertains to all Public Works, not just buildings with public access.

LIABILITY:

The contractor shall be responsible for any damage to Park System property caused by his equipment during the performance of this contract.

LOCATION:

Work may be performed at any Park System location.

NATURE OF WORK:

Contractor will be responsible for pruning, topping, or removing trees and/or grinding stumps as directed by the Park System. The work shall be done in a professional manner, in accordance with accepted methods and standards.

CLEAN-UP:

Contractor shall be responsible for felling, cutting, chipping, and stump grinding. All wood with a diameter of **three inches** or greater shall be cut into fireplace lengths of approximately **30 inches** and stacked. All wood shall remain the property of the Park System. No wood shall be removed from the parks. All remaining wood debris will be chipped, raked, and cleaned up. All chipped material shall remain the property of the Park System and be dropped at a specified location within the park where work was done. Stump grinding service shall be provided when requested by the area supervisor. All stumps will be ground down **six inches** below grade.

EQUIPMENT:

Contractor shall furnish a bucket (line lift) truck with minimum 75-foot vertical reach, and all chain saws, wood chipper, ropes, and related items required. A stump grinder shall be furnished when requested. The Park System will not be billed for part of a working day lost to downtime on equipment.

CREW:

Contractor shall furnish a **minimum three (3) man crew**, including an experienced tree trimmer and ground man. The crew shall perform work as directed by the Park System.

WORKDAY:

Workday shall consist of eight (8) hours of work. The Park System will not pay for travel time or mileage. Any portion of a day worked shall be billed at the corresponding fraction of the daily rate bid.

JOB SCHEDULE:

Work shall be scheduled and begun within ten (10) working days of the Park System's request.

QUANTITY:

This is an open-ended contract. The goods and/or services are on-call if and when needed. The quantities and dollar amounts bid are estimates. The Park System reserves the right to increase quantities by up to 20% using unit prices or total dollar amount, or to decrease quantities or dollar amount by up to 100%.

CONTACT PERSON:

The Park System's contact person for questions about the contract is Jim Register, 732-842-4000, ext. 4300.

PERIOD OF CONTRACT:

The contract period shall be **from date of award through 31 December 2013**. Should the contractor dispose of his business during the contract period, all obligations shall pass to the new owner, who shall be required to submit a proposal in accordance with the requirements of the contract.

METHOD OF AWARD:

Contract will be awarded to one vendor, based on lowest daily price.

ESTIMATED AMOUNT OF CONTRACT:

\$23,500.00

BIDDER'S CHECKLIST

BID #: 0064-13

(Owner's checkmarks)



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



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

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

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

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

THE UNDERSIGNED BIDDER HEREWITH SUBMITS THE ABOVE REQUIRED DOCUMENTS:

PRINT NAME OF BIDDER: _____

SIGNED BY: _____

PRINT NAME AND TITLE: _____

DATE: _____

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

SUBMITTED BY: _____
(Company Name)

PROPOSAL

**FOR THE FURNISHING OF TREE TRIMMING SERVICES,
SUPPLEMENT #1 TO THE MONMOUTH COUNTY PARK SYSTEM,
MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS,
LINCROFT, NEW JERSEY.**

The undersigned hereby declares that ___he has carefully examined the advertisement, specifications, and form of the 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:

**Item #1: Daily rate for line lift and crew for felling,
cutting, chipping, and stump grinding:** \$ _____ per day

Size of crew (minimum of 3) _____

Type of line lift _____

Maximum vertical lift reach (minimum reach 75') _____

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 ID NO. OR SOCIAL SECURITY NO. _____

BUSINESS PHONE: _____ FAX# _____

800# _____

DATED: _____

CAUTION

REGARDING STATEMENT OF OWNERSHIP

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

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

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

STATEMENT OF OWNERSHIP

Name of Business: _____

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

OR

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

Check the box that represents the type of business organization:

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

Stockholders:

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

(Signature)

(Print Name & Title)

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF _____ ss:

I, _____ of the City of

in the County of _____ and the State of

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

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

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

By _____
(Name of Contractor)

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

Subscribed and sworn to _____

(Also type or print name of affiant under signature)

before me this _____ day
of _____ 20____

Notary Public of My commission expires _____, 20____

OFFICIAL SEAL OR STAMP REQUIRED.

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

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: _____