



# Monmouth County Park System

805 NEWMAN SPRINGS ROAD, LINCROFT, NJ 07738  
[www.monmouthcountyparks.com](http://www.monmouthcountyparks.com)

Jennifer Kaczala, QPA, Purchasing Agent  
Phone: (732) 842-4000 Ext. 4217  
Fax: (732) 842-4162

## NOTICE OF RFP Exempt Services

The Monmouth County Park System is soliciting proposals through a **Fair and Open** process in accordance with the N.J.S.A. 19:44A-20.4 et seq.

Sealed RFP responses will be received by the Purchasing Agent on **Friday March 15, 2024, at 10:00 AM** at the Park System Purchasing Department located at the Monmouth County Park System Headquarters, 805 Newman Springs Road, Lincroft, NJ 07738 at which time and place responses will be opened for:

### **PROFESSIONAL ENGINEERING SERVICES FOR THE 2024 REGULAR INSPECTION OF NAVESINK RIVER ROAD DAM, HUBER WOODS PARK, MIDDLETOWN, NJ (PS #16-24)**

Specifications and instructions may be obtained at the Purchasing Office or on the Monmouth County Park System website, [www.monmouthcountyparks.com](http://www.monmouthcountyparks.com).

Respondents shall comply with the requirements of Affirmative Action P.L. 1975 C127 (N.J.S.A. 17:27 et seq). Statement of Ownership (N.J.S.A. 52:25 – 24.2) is required with your proposal. A copy of your New Jersey Business Registration is preferred with the proposal but mandatory prior to award of contract.

Jennifer Kaczala, QPA  
Purchasing Agent



THE NATION'S FIRST ACCREDITED PARK AND RECREATION AGENCY

*Serving the Citizens of Monmouth County Since 1961*  
RECYCLED PAPER

# TABLE OF CONTENTS

1.	Introduction .....	3
2.	Administrative Conditions And Requirements .....	3
2.1.	Proposal Submission Information .....	3
2.2.	Using Department Information .....	4
2.3.	Statutory And Other Requirements .....	4
2.3.1.	Compliance With Laws .....	4
2.3.2.	Mandatory Affirmative Action Compliance .....	4
2.3.3.	Americans With Disabilities Act Of 1990 .....	4
2.3.4.	Statement Of Ownership .....	4
2.3.5.	N.J. Business Registration Certificate .....	4
2.3.6.	Non-Collusion Affidavit .....	7
2.3.7.	Insurance .....	7
2.3.8.	Indemnification .....	8
2.3.9.	Alternate Dispute Resolution .....	8
2.4.	Addenda .....	8
2.5.	Multiple Proposals Not Accepted .....	9
2.6.	Failure To Enter Contract .....	9
2.7.	Commencement Of Work .....	9
2.8.	Termination Of Contract .....	9
2.9.	Notice Of Award .....	9
2.10.	Prompt Payment Of Construction Contracts P.L. 2006, C. 96 .....	9
2.11.	Ownership Of Material .....	10
3.	Specifications .....	11
3.1.	Project Description .....	11
3.2.	Scope Of Work .....	11
	Proposal Forms Checklist .....	12
	Proposal .....	13
	Consultants Qualification And References .....	14
	Statement Of Ownership .....	15
	Non-Collusion Affidavit .....	16
	Mandatory Anti-Discrimination In Employment Language .....	17
	Mandatory Equal Employment Opportunity Language .....	18
	Americans With Disabilities Act Of 1990 .....	20
	EEO/Affirmative Action Compliance Notice .....	21
	Disclosure Of Energy Sector Investment Activities In Iran .....	22
	Acknowledgment Of Addenda/Clarification .....	23

## 1. Introduction

(PS#16-24)

**The Monmouth County Park System invites you to submit a Proposal for providing Professional Engineering Services for the 2024 Regular Inspection of Navesink River Road Dam, Huber Woods Park, Middletown, NJ.**

## 2. Administrative Conditions and Requirements

The following items express the administrative conditions and requirements of this RFP. Together with the other RFP sections, they will apply to the RFP process, the subsequent contract, and project production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the Monmouth County Park System, hereinafter referred to as owners, to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful Respondent, as accepted by the owner, will become part of any contract awarded as a result of this RFP.

### 2.1. Proposal Submission Information

**Proposals must be accompanied by the completed "Proposal Checklist," and must be enclosed in a sealed envelope, bearing the project name and the name of address of the respondent on the outside.**

**Submission (On or Before) Date and Time: Friday March 15, 2024, at 10:00am.**

**Number of Original Proposals to be submitted: Two (2) Original Proposals with Original Signatures**

**\*Please Note: Fax copies will not be accepted.**

#### **Submission Office:**

Jennifer Kaczala, QPA  
Purchasing Agent  
Monmouth County Park System Headquarters  
805 Newman Springs Road  
Lincroft, NJ 07738  
(732) 842-4000 Ext. 4217  
(732) 842-4162

Clearly mark the submittal package with the title of this RFP and the responding firm, addressed to the Purchasing Agent.

Only those RFP responses received prior to or on the submission date will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

## **2.2. Using Department Information**

Please direct all questions in writing, by mail, e-mail, or fax:

**Monmouth County Park System  
Acquisition & Design Department  
805 Newman Springs Road  
Lincroft, NJ 07738  
Attention: Susan Molzon  
732-842-4000, Ext. 4262  
732-842-3640 (Fax)  
E-mail: [Susan.Molzon@co.monmouth.nj.us](mailto:Susan.Molzon@co.monmouth.nj.us)**

## **2.3. Statutory and Other Requirements**

### **2.3.1. Compliance with Laws**

Any contract entered into between the vendor and the owner must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contract Law. The vendor must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The vendor shall sign and acknowledge such forms and certificates as may be required by this section.

### **2.3.2. Mandatory Affirmative Action Compliance**

No firm may be issued a contract unless it complies with the Affirmative Action requirements of P.L. 1975, C. 127 as identified in the document attached.

### **2.3.3. Americans with Disabilities Act of 1990**

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Vendors are required to read Americans with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The vendor is obligated to comply with the Act and hold the owner harmless.

### **2.3.4. Statement of Ownership**

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders who own ten (10) percent or greater interest therein. The vendor shall complete and submit the form of statement that is included in this RFP.

### **2.3.5. N.J. Business Registration Certificate**

*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:

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

Proof of valid business registration (a Business Registration Certificate) with the New Jersey Department of Treasury, Division of Revenue must be submitted to the contracting agency prior to the award of any contract, including purchase orders. No contract will be awarded without proof of such business registration. N.J.S.A. 52:32-44 imposes the following requirements on contractors and on all subcontractors that knowingly enter into a contract, or construct a construction project, with a contractor in the fulfillment of a contract with a contracting agency. \*In the case of a construction contract, "subcontractor" shall mean only designated subcontractors who are required by N.J.S.A. 40A:11-16 to be named in the submission of a bid.

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

The contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. Before final payment of the contract is made by the contracting agency, the contractor shall submit a complete and accurate list and proof of business registration of each subcontractor or supplier used in the fulfillment of the contract or shall attest that no subcontractors were used.

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

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

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

(Revised 5/2017)

THESE ARE SAMPLES OF BUSINESS REGISTRATION CERTIFICATES.

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

OR

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

### 2.3.6. Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP response.

### 2.3.7. Insurance

For the duration of this agreement, the vendor will procure and maintain insurance, at the vendor's expense, provided by insurance companies authorized to do business in the State of New Jersey, covering all services performed under this Agreement by the Professional or the Professionals subcontractors, as follows:

- (a) General Liability and Property Damage Insurance: The Professional shall maintain General Liability and Property Damage Insurance, in an amount of not less than \$1,000,000.00 combined single limit, covering the Professional and the Professional's subcontractors. The policy shall insure against claims for bodily injury, including accidental death, as well as claims for property damage which may arise from the services rendered under this Agreement, whether performed directly by the Professional or by the Professional's subcontractor or by anyone directly or indirectly employed by either.
- (b) Business/Personal Automobile Coverage: The Professional shall maintain Comprehensive Automobile Liability Insurance, in an amount of not less than \$1,000,000.00 combined single limit, covering all vehicles used by the Professional in furtherance of this contract, prior to commencement of work under this Agreement.
- (c) (For Professional Services Contract only) Professional Liability (Errors & Omissions) Insurance: The Professional shall maintain Professional Liability Insurance in an amount of not less than \$1,000,000.00 combined single limit covering the Professional and the Professional's subcontractor.
- (d) Workers' Compensation Insurance: The Professional shall maintain Workers' Compensation Insurance in accordance with the Laws of the State of New Jersey.
- (e) **Prior to award the lowest responsible bidder will provide the Park System with a copy of their Certificate of Liability Insurance in the amounts stated in the specifications. Bidder must supply the Certificate of Liability Insurance within five days of notification by the Agency. Failure to provide such Certificate within this time period will be grounds for rejection of bid. The certificate for Public Liability/Property Damage and Business/Personal Automobile coverage must name the County of Monmouth, Monmouth County Board of Recreation Commissioners, and their respective officers, servants and agents as additional insured on all policies except the Worker's Compensation policy.**

### **2.3.8. Indemnification**

The vendor hereby agrees to indemnify and hold harmless the Board of Recreation Commissioners and the County of Monmouth, their agents, servants, and employees from and against all loss, damage, claims, actions, liability and expense, in connection with the loss of life, bodily injury, and/or property damage, if occasioned in whole or in part by any negligent act or omission of the professional or the professional's agent's, servants, employees, and subcontractors limited to services performed under the terms and conditions of this contract. This obligation shall include the provision of a defense for the County of Monmouth and the Board at all stages of the claims or judicial process.

### **2.3.9. Alternate Dispute Resolution**

Non-Binding Mediation: If a dispute between the County and the Contractor arises during the course of the contract, the parties will participate, in good faith, in non-binding mediation.

Either party may demand such mediation by written notice of the other party. The written notice shall contain at least (a) a brief statement of the nature of the dispute, and (b) the name, address, and phone number of that party's designated representative for the purposes of mediation. The other party shall designate its representative for mediation in writing no later than five business days after receipt of the demand for mediation. The respective designees shall thereupon, and promptly, with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, or if they prefer, they shall choose a reputable mediation firm. Any mediation firm so chosen shall present a list of at least five proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as the mediator. Each party shall rank the proposed mediators in order of preference.

The fifth person on each list will be excluded from further consideration. The chosen mediator shall be the person who is the combined highest-ranking mediator on both preference lists excluding the fifth person on each list. In the event of a tie, the mediator shall be chosen by lot. The parties will not be bound by the Rules of Evidence in presenting the positions before the mediator.

The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, the lack of such an agreement, as may be determined by the mediator.

Each party will bear its own costs of participation in mediation, and they will divide the costs of the mediations equally.

If, after a good faith effort to resolve the dispute through mediation, the dispute is not resolved, either party may terminate the mediation by written notice to the mediator and to the other part, whereupon either party may submit the dispute to the Superior Court of New Jersey, Monmouth County, for adjudication, which Court shall have exclusive original jurisdiction over the dispute.

### **2.4. Addenda**

All addenda will be posted on the Monmouth County Park System website ([www.monmouthcountyparks.com](http://www.monmouthcountyparks.com)). It is the responsibility of the vendor to check the website prior to submission of proposal.

## **2.5. Multiple Proposals Not Accepted**

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

## **2.6. Failure to Enter Contract**

Should the vendor, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the owner may then, at its option, accept the proposal of another vendor.

## **2.7. Commencement of Work**

The vendor agrees to commence work after receipt of a Purchase Order and upon notice from the using department to proceed.

## **2.8. Termination of Contract**

If, through any cause, the vendor shall fail to fulfill in a timely and proper manner obligations under the Contract if the vendor violates any requirements of the Contract, the owner shall thereupon have the right to terminate the Contract by giving written notice to the vendor of such termination at least 30 days prior to the proposed effective date of the termination. Such termination shall relieve the owner of any obligation for the balances to the vendor any sum or sums set forth in the Contract.

The vendor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the owner under this provision. In case of default by the vendor, the owner may procure the articles or services from other sources and hold the vendor responsible for any excess cost occasioned thereby.

## **2.9. Notice of Award**

The successful vendor will be notified of the award of contract upon a favorable decision by the governing body. The Purchasing Agent will then send a Purchase Order and Voucher to the vendor.

## **2.10. Prompt Payment of Construction Contracts P.L. 2006, c. 96 (if applicable)**

When the Professional has performed in accordance with the provisions of the contract, and the invoice (bill) including a properly prepared, dated and signed voucher for the work has been approved and certified by the Monmouth County Board of Recreation Commissioners and the Monmouth County Board of County Commissioners, the board shall pay the amount due to the contractor for each payment not more than 30 days after the date received. The invoice shall be deemed approved and certified 20 days after the board receives it unless the board, before the 20-day period, informs the contractor in a written statement of the amount withheld and the amount to be paid, the reason for withholding the payment and how the deficiency can be cured.

Approved (bills) with a properly prepared, dated, and signed voucher will be approved for payment by the Board of Recreation Commissioners at the first public meeting after the 20<sup>th</sup> day. After the board approves payment of invoices (bills) with properly prepared, dated, and signed voucher, invoices will be forwarded to the Board of County Commissioners for their approval. All payments will be released in

accordance with the attached payment schedule and will be mailed unless other arrangements have been made with our Accounts Payable Department.

In the event that Alternate Dispute Resolution is needed, mediation is the method that shall be used.

### **2.11. Ownership of Material**

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the vendor for the purpose of assisting the vendor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the owner or permitted by the owner to be used by their parties at any time except in the performance of the resulting contract. Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs, and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The vendor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner may be required to be supplied on USB (Flash) Drive and/or CD-ROM media compatible with Microsoft Office Operating System.

**Professional Engineering Services for the 2024 Regular Inspection of Navesink River Road Dam, Huber Woods Park, Middletown, NJ.****3.1. Project Description**

Navesink River Road Dam is located in Huber Woods Park, Middletown Township, Monmouth County, New Jersey. Navesink River Road Dam impounds the waters of an unnamed stream to create a pond mainly used for recreational purposes. The crest of the earthen dam embankment is coincident with Monmouth County Route 12 (Navesink River Road). The primary spillway for the dam consists of a two-stage rectangular concrete drop inlet spillway, directly upstream of Monmouth County Bridge No. MT-23.

Navesink River Road Dam is an earthen embankment dam, with an approximate 8-foot wide by 13-foot-long concrete drop inlet spillway. Removable timber stop logs are located within the upstream spillway headwall and serve as the low-flow notch in a two-stage weir. The earthen dam embankment is approximately 270-feet long and is traversed by Monmouth County Route 12. The upstream slope is a vertical concrete/stone masonry wall along the upstream edge of the roadway. The downstream slope is vertical stone masonry wall. Flow from the unnamed pond enters the primary spillway structure and is conveyed beneath the roadway through the approximate 8 foot wide and 32-foot-long arch bridge structure.

In a response to the 2017 regular inspection report, on August 8, 2017, the NJDEP increased the hazard designation of this structure from Class III to Class II (Significant Hazard). Due to the Class II designation for the dam, New Jersey Department of Environmental Protection Dam Safety Standards (NJDEP DSS) mandates that a “regular inspection” be performed by a New Jersey licensed professional engineer once every two years and a formal inspection every ten years. In accordance with the NJDEP DSS, a regular inspection of the dam was performed by Monmouth County Park System (MCPS) in 2021. An Emergency Action Plan and Operations and Maintenance Manual have also been developed for this dam.

In 2022, a Hydrologic and Hydraulic Analysis Report was prepared by French & Parrello Associates and is currently under review by NJDEP. This report, as well as previous inspection reports, the Emergency Action Plan and the Operations and Maintenance Manual are available upon request and will be provided to the selected Consultant.

**3.2. Scope of Work**

MCPS intends to hire a consultant engineering firm to complete the regular inspection of the Navesink River Road Dam. This regular inspection is now overdue and should be completed as soon as reasonably possible. The selected Consultant, in coordination with MCPS, shall submit the regular inspection report to the NJDEP Bureau of Dam Safety for review and approval no later than April 15, 2024. As part of the regular inspection, the Consultant shall also review, update, and revise, as necessary, the existing Emergency Action Plan and Operations and Maintenance Manual.

**PROPOSAL FORMS CHECKLIST**  
**(PS # 16-24)**

(Owner's checkmarks) Items submitted with bid  
(Bidder's INITIALS)

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

- Respondent's Proposal (two copies requested) \_\_\_\_\_
- Statement of Ownership \_\_\_\_\_
- Non-Collusion Affidavit \_\_\_\_\_
- Acknowledgement of Addenda/Clarification (if any) \_\_\_\_\_

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

- Copy of Respondent's N.J. Business Registration Certificate \_\_\_\_\_
- Copy of subcontractors N.J. Business Registration Certificate \_\_\_\_\_
- EEO/Affirmative Action Compliance Notice \_\_\_\_\_
- Certificate of Employee Information Report \_\_\_\_\_
- Reference/List of previous and/or active relevant work \_\_\_\_\_
- Disclosure of Energy Sector Investment Activities in Iran \_\_\_\_\_

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

PRINT OFFICIAL COMPANY NAME: \_\_\_\_\_

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

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

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

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

**P R O P O S A L**

**PROFESSIONAL ENGINEERING SERVICES FOR THE 2024 REGULAR INSPECTION OF NAVESINK RIVER ROAD DAM, HUBER WOODS PARK, MIDDLETOWN, NJ**

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 they will execute the contract according to the specifications, terms, and conditions with respect to the following:

**TOTAL NOT TO EXCEED PRICE**                      \$ \_\_\_\_\_

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

The undersigned is      a partnership      under the laws of the State of \_\_\_\_\_  
                                         a corporation      (*please circle one*)  
                                         an individual

having principal offices at:

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

PRINT NAME & TITLE: \_\_\_\_\_

FEDERAL ID # OR SOCIAL SECURITY #: \_\_\_\_\_

BUSINESS PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

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

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

## CONSULTANTS QUALIFICATION AND REFERENCES

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

### References

1.	Contact:	_____
	Company Name:	_____
	Address:	_____
	Phone Number:	_____
	Project:	_____
	Description of Work:	_____
		_____
2.	Contact:	_____
	Company Name:	_____
	Address:	_____
	Phone Number:	_____
	Project:	_____
	Description of Work:	_____
		_____
3.	Contact:	_____
	Company Name:	_____
	Address:	_____
	Phone Number:	_____
	Project:	_____
	Description of Work:	_____
		_____
4.	Contact:	_____
	Company Name:	_____
	Address:	_____
	Phone Number:	_____
	Project:	_____
	Description of Work:	_____
		_____

**STATEMENT OF OWNERSHIP**

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

The CONTRACTOR is (check one):

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

I certify that:

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

**OR**

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

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Check here if additional sheets are attached.

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

**Publicly Traded Parent Company Disclosure:**

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

\_\_\_\_\_

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

\_\_\_\_\_

CONTRACTOR \_\_\_\_\_

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

PRINT NAME & TITLE: \_\_\_\_\_

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

(Corporate seal if a corporation)

Revised 6/2020

**NON-COLLUSION AFFIDAVIT**

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

STATE OF \_\_\_\_\_ )

§:

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

**Re: Providing Professional Engineering Services for the 2024 Regular Inspection and Conditions Report of Navesink Road Dam, Huber Woods Park, Middletown, NJ. (PS#16-24)**

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

I am the \_\_\_\_\_ (title)

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

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

Signed: X \_\_\_\_\_

Subscribed and sworn to  
before me this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public of

My commission expires \_\_\_\_\_, 20\_\_.

**EXHIBIT A**

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

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

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

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

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

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

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

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

(Revised 2/2017)

## EXHIBIT B

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

*N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)*

*N.J.A.C. 17:27 et seq.*

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

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

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

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

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

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

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

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

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

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA-302 (electronically provided by the Division of Purchase & Property, CCAU, EEO Monitoring Program and distributed to the public agency through the Division of Purchase & Property, CCAU, EEO Monitoring Program's website at [www.state.nj.us/treasury/contract\\_compliance/](http://www.state.nj.us/treasury/contract_compliance/))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to *N.J.A.C. 17:27-1.1 et seq.*

(Revised 2/2017)

## EXHIBIT C

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

The contractor and the County of Monmouth, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. §12101 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees, and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

(Revised 2/2017)

**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:** \_\_\_\_\_

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

---

**Solicitation Number:** PS#16-24      **Bidder / Respondent:** \_\_\_\_\_

**Project Description:** Providing Professional Engineering Services for the 2024 Regular Inspection and Conditions Report of Navesink Road Dam, Huber Woods Park, Middletown, NJ.

**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: \_\_\_\_\_

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

**ACKNOWLEDGMENT OF ADDENDA/CLARIFICATION**

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

Addendum or Clarification # \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum or Clarification # \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum or Clarification # \_\_\_\_\_ Date Received: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

PS/Bid#: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (Please Print): \_\_\_\_\_

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

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