



Monmouth County Park System

805 NEWMAN SPRINGS ROAD, LINCROFT, NJ 07738
www.monmouthcountyparks.com

Jennifer Kaczala, QPA, Purchasing Agent
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Posted to Website 10/13/23

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 October 27, 2023, 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 DESIGN SERVICES & SITE WORK FOR ELECTRICAL SYSTEM UPGRADE AT EAST FREEHOLD SHOWGROUNDS - BLDG. 801 AND 802 (PS #70-23)

Specifications and instructions may be obtained at the Purchasing Office or on the Monmouth County Park System website, 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

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1. Introduction

(PS#70-23)

The Monmouth County Park System invites you to submit a Proposal for providing Professional Engineering Design Services & Site Work for electrical system upgrade at East Freehold Showgrounds - Bldg. 801 And 802

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 October 27, 2023. At 10:00 am

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: David Hollabaugh
732-842-4000, Ext. 4366
732-842-3640 (Fax)
E-mail: David.Hollabaugh@monmouthcountyparks.com**

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.

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

OR

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		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)	<small>Acting Director</small>	<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>

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). 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 20th 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.

3. Specifications

3.1 Project Description: Professional engineering services are needed for electrical upgrades to Park System buildings at East Freehold Showgrounds, with related site improvements. Large events are held at the Showgrounds throughout the year, Dog and Horse Shows and other special events, including the annual five-day County Fair in July, with vendors and carnival rides. Upgrades to the buildings and site are necessary to successfully continue running these large events that have tremendous electric draw.

3.2 Existing Conditions: Building 801 is a 64 sq. ft. electric service building and building 802 is 128 sq. ft. announcers stand and Sub-Power distribution building that has that outdated Federal Pacific switch gear and panels that need to be modernized. This project will consist of completely replacing the current electrical and telecommunications system in accordance with current electrical codes and standards.

3.3 Scope of Services: Shall include plans for a new electrical power distribution system and consolidation of various sub-panels and room for future expansion in Buildings 801 and 802. The consultant shall work with the owner's staff architect and engineer on layout and other requirements. Plans shall include electrical, and telecommunications plans and upgrade current configuration including telecommunications to the Fair Office building 809. This new electrical service and design should streamline and modernize the current system and sub-systems. Once plans are complete the job will be publicly bid for the installation. Bidding assistance and construction administration during installation, RFI responses via email, (1) each construction meeting, site observation meeting and substantial completion meeting and preparation of punch list shall be provided. Daily site observations and inspection provided by Owner's representative.



3.4 Deliverables: Plans and specifications per scope of services required. Signed and sealed plan sets as required for permit applications.

3.5 Project Schedule: The Owners would want completed plans, specifications, and itemized cost estimates within six (6) months of award of contract, with draft plans, specs and cost estimate to be submitted for Owners review at 40% and 80% complete, prior to submission of completed documents, prior to March 15, 2024. Bidding is expected to be in summer 2024, and construction to begin mid-November 2024 or soon thereafter. Substantial completion by NLT, March 15, 2025.

3.6 Content of Proposal: Price to complete job per scope of services and requirements below.

In addition to the Owner supplied Proposal Form the respondent shall also submit the following:

Discuss and demonstrate the firm's success in directly providing professional services for projects similar in nature and scope to the project described in this RFP.

Identify no more than five (5), no less than three (3) previous projects that the firm has performed which are similar in nature and type to the project described in this RFP.

If the Proposer is a joint venture, delineate the areas of responsibility and expertise of each joint venture partner.

Demonstrate the firm's capability to provide the requisite staff, managerial personnel, and other resources to meet and satisfactorily perform the scope and schedule set forth in this RFP. Specifically include a discussion of the firm's current workload and anticipated workload during the term of this contract.

3.7 Proposal Evaluation

The Owner shall award a professional services contract to the Bidder whose proposal is determined to be the most advantageous to the Park System, taking into consideration:

1. Understanding of the scope of the work and the objectives of the project.
2. Experience of the firm in similar work.
3. Applicable qualifications of key office and field personnel.
4. Experience of the firm in Park System procedures.
5. Proximity to the project.
6. Ability to perform the work in a timely manner.
7. The pricing submitted on the MCPS supplied Proposal form.

***Fee Proposal Consideration: Fees will be considered and determined to be reasonable but will not be the sole basis upon which this contract is awarded.**

3.8 Site Access and Inquiries

Site Access: The site is accessible to potential respondents during regular park hours of operation. Please notify David Hollabaugh

Inquiries: **All questions are to be in writing** and either mailed, emailed, or faxed to:

Monmouth County Park System

Construction and Repair

Attn: David Hollabaugh

805 Newman Springs Road, Lincroft, NJ 07738

Fax: (732) 842-2878

Email: david.hollabaugh@co.monmouth.nj.us

PROPOSAL FORMS CHECKLIST (PS # 70-23)

(Owner's checkmarks)	Items submitted with bid (Bidder's INITIALS)
↓	↓
A. FAILURE TO SUBMIT ANY OF THESE ITEMS WITH THE PROPOSAL IS <u>MANDATORY</u> CAUSE FOR REJECTION OF THE PROPOSAL	
<input checked="" type="checkbox"/> Respondent's Proposal (two copies requested)	_____
<input checked="" type="checkbox"/> Statement of Ownership	_____
<input checked="" type="checkbox"/> Non-Collusion Affidavit	_____
<input checked="" type="checkbox"/> Acknowledgement of Addenda/Clarification (if any)	_____

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

<input checked="" type="checkbox"/> Copy of Respondent's N.J. Business Registration Certificate	_____
<input checked="" type="checkbox"/> Copy of subcontractors N.J. Business Registration Certificate	_____
<input checked="" type="checkbox"/> EEO/Affirmative Action Compliance Notice	_____
<input checked="" type="checkbox"/> Certificate of Employee Information Report	_____
<input checked="" type="checkbox"/> Reference/List of previous and/or active relevant work	_____
<input checked="" type="checkbox"/> 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

PROPOSAL

PROVIDING PROFESSIONAL ENGINEERING DESIGN SERVICES & SITE WORK FOR ELECTRICAL SYSTEM UPGRADE AT EAST FREEHOLD SHOWGROUNDS - BLDG. 801 AND 802

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

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

1. Design Phase	\$ _____
2. Bidding Phase	\$ _____
3. Construction Phase	\$ _____
Total	\$ _____

The undersigned is a partnership under the laws of the State of _____
(circle one) a corporation an individual a partnership

having principal offices at:

MAILING ADDRESS: _____

PRINT NAME & TITLE: _____

BUSINESS PHONE: _____ FAX NUMBER: _____

E-MAIL: _____ WEB ADDRESS: _____

SIGNATURE: _____ DATED: _____

PROFESSIONAL SERVICES CONTRACT

This Agreement made this {XX} day of {Month, Year}, by and between the Board of Recreation Commissioners, County of Monmouth, State of New Jersey, with offices at 805 Newman Springs Road, Lincroft, New Jersey 07738, hereinafter referred to as the “Board,” and

{VENDOR NAME

STREET

CITY, STATE, ZIP}

Hereinafter referred to as the “Professional.” The parties agree as follows:

1. **Project Description:** The Professional shall perform services under the terms and conditions of this Agreement as well as the specifications for {Proposal Title, (PS#XX-XX, Opening Date: xx/xx/20XX)}, the Professional’s proposal in response to {PS#XX-XX} and the resolution awarding this Agreement, all of which are incorporated herein and made part of this Agreement as if set forth in full. Should there occur a conflict between the description of the scope of work set forth in this Agreement and the specifications, this Agreement shall prevail.
2. **Fees:** The Board agrees to pay the Professional for the services performed under this Agreement the sum of {\$0,000.00} in such manner as set forth in the proposal received {Insert Proposal Date xx/xx/20xx} and the proposal specifications.
3. **Payment to the Professional:** Payment shall be made upon performance of the services per the specifications set forth in {PS #xx-xx} to the satisfaction of the Board or the Board’s appointed agent and upon submission of completed vouchers in the form supplied by the Board. The Professional shall not incur fees for services in excess of the monies periodically budgeted and authorized by the Board for payment to the Professional.

Should Professional either refuse or neglect to perform the service which Professional is required to perform in accordance with the terms of this Agreement, and if expense is incurred by the Board by reason of Professional’s failure to perform, then and in that event, such expense shall be deducted from any payment due to Professional. Exercise of such set-off shall not operate to prevent the Board from pursuing any other remedy to which it may be entitled.

Acceptance of the final payment by the Professional shall be considered a release in full of all claims against the Board arising out of, or by reason of, the work performed, and materials furnished under the Agreement.

4. **Additional Payment to the Professional:** Any additional payment to the Professional over and above the amount specified in the original contract shall be authorized only upon the approval of the Board prior to the additional services being performed. The Professional must receive a resolution in writing indicating that the Board has authorized the additional services.
5. **Contract Amendment Procedures:** The Professional hereby recognizes that on all projects involving the County of Monmouth (“County”), strict compliance with New Jersey statutes and the New Jersey Administrative Code concerning contract amendments will be required. The Professional acknowledges that only the Board may authorize an amendment to the work administered by the Professional, whether the amendment is an addition, reduction, or any other change to the specified work. The Professional acknowledges that no consultant ever has the authority to authorize contract amendment work and is responsible to notify all of its employees and subcontractors that strict compliance with this aspect of the law will be required.
6. **Termination:** The Board may terminate this agreement at any time by written notice to the Professional. The notice may be delivered personally to the Professional or mailed by registered or certified mail, return receipt requested, to the Professional. If this Agreement is terminated by the Board, the Board shall be liable to the Professional for payment of fees as to services rendered by the Professional prior to the termination. Notwithstanding the above, the Professional, where applicable, shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of the Agreement by the Professional, and the Board may withhold any payments to the Professional for the purpose of set off until such time as the exact amount of damages due to the Board from the Professional is determined.

Termination shall not operate to affect the validity of the indemnification provisions of this Agreement.

7. Access to Records: The Professional shall maintain books, records, documents and other evidence directly pertaining to the performance of services under this Agreement in accordance with accepted professional practice, appropriate accounting procedures and practices, and applicable state and federal law. The Professional shall also maintain the financial information and data used in the preparation of or in support of any cost submission required with regard to the project.

The Board or any other concerned County, State or Federal entity, or their duly authorized representatives, shall have access to the Professional's books, records, documents, and other evidence of services performed, for the purpose of inspection, audit and copying. The Professional will provide adequate facilities for such access. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or auditing agencies. The Professional agrees to the disclosure of all information and reports resulting from access to records pursuant to this section to any governmental agency. In any case where the audit concerns the Professional, the auditing agency will afford the Professional an opportunity for an audit exit conference and an opportunity to comment on the pertinent portion of the draft audit report. The final audit report, if any, will include any written comments of the Professional.

The Professional shall maintain all documentation related to products, transactions, or services under this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request as per *N.J.A.C 17:44-2.2*. In addition, records related to any dispute, appeal, litigation, claim settlement, or audit exception shall be maintained for three (3) years after the date of resolution of same.

8. Plans and/or Specifications: All plans and/or specifications prepared by the Professional become the property of the Monmouth County Park System.

9. No Discrimination: The Professional agrees to comply with the Anti-Discrimination in Employment requirements of N.J.S.A. 10:2-1, set forth in Exhibit A attached hereto. The Professional also agrees to comply with the Equal Employment Opportunity requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq., set forth in Exhibit B attached hereto. The Professional also agrees to comply with the Americans with Disabilities Act requirements of 42 U.S.C. § 12101 et seq., set forth in Exhibit C attached hereto. The Professional shall not discriminate nor permit discrimination by any of its officers, employees, agents, representatives, or subcontractors against any person because of age, race, color, religion, national origin, sex, creed, religion, ancestry, marital status, affectional or sexual orientation, familial status, disability, nationality, gender identity or, with respect to otherwise qualified individuals, disability. The Professional will take all actions reasonably necessary to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, national origin, sex, creed, religion, ancestry, marital status, affectional or sexual orientation, familial status, disability, nationality, gender identity or, with respect to otherwise qualified individuals, disability. Such action shall include, without limitation, recruitment, and recruitment advertising; layoff or termination; upgrading, demotion, transfer, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Professional shall impose these non-discrimination provisions by contract on all subcontractors hired to perform work related to this Agreement and shall take all reasonable actions necessary to enforce such provisions. The Professional will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

10. Covenant Against Contingent Fees: The Professional warrants that no person or company, other than a bona fide employee of the Professional, has been employed or retained to solicit or secure this Agreement in return for a commission, percentage, brokerage, or contingent fee. If the Professional breaches this provision, the Board has the right, in its discretion, (a) to annul this Agreement without further liability to the Professional or (b) to reduce the amount payable to the Professional under the Agreement by an amount equal to the commission, percentage, brokerage or contingent fee. If the latter option is chosen by the Board, the Professional will refund any overpayment, that is, if the revised remaining balance due under the Agreement is insufficient to offset the reduction.

11. Multi-Year Contracts. If the contract period extends beyond the Board's current budget year, the Agreement shall be subject to the availability and appropriation annually of sufficient funds in any subsequent year(s).

12. Insurance: For the duration of this Agreement, the Professional will procure and maintain insurance, at the Professional'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 Professional's subcontractors, as follows:

(a) Workers Compensation Insurance: The Professional shall maintain Workers' Compensation Insurance in accordance with the Laws of the State of New Jersey.

(b) Public Liability and Property Damages Insurance: The Professional shall maintain Public 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.

- (c) 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.
- (d) 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.
- (e) 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 sub-contractor. Prior to commencing work the Professional will provide the Board with Certificates of Insurance in a form satisfactory to the Board of Recreation Commissioners as to each of the above coverages. The certificate for Public Liability/Property Damage and Business/Personal Automobile coverage shall name the County of Monmouth as additional insured. The County of Monmouth shall not be named as additional insured on the certificates covering Workers' Compensation Insurance and Professional Liability Insurance. The certificates will provide that the policies will not be changed or cancelled without at least 15 days written notice to the Board. If any coverage expires, is cancelled or is replaced during the period of which proof of insurance is required under this Agreement, a renewal or replacement certificate will be provided to the Board prior to the expiration, cancellation or replacement of coverage. If any coverage expires, is cancelled or is replaced before proof of renewal or replacement coverage is provided to the Board, the Professional will immediately cease work under this contract until a proper certificate of insurance is furnished to the Board.

13. Indemnification: The Professional agrees that it will protect, indemnify and hold harmless the County of Monmouth, its Board of Recreation Commissioners, the Monmouth County Board of County Commissioners, Monmouth County Constitutional Officers (Sheriff, County Clerk, Prosecutor and Surrogate), and their respective employees, volunteers, and agents (together, the "County Indemnified Parties"), from and against (and pay the full amount of) all liabilities, obligations, delays, penalties, charges, taxes, fees and costs, deposits, actions, damages, claims, demands, judgments, losses, attorneys' fees, expenses, and suits, and will defend the County Indemnified Parties in any suit, including appeals, for personal injury to, or death of, any person, or loss or damage to property, arising out of (1) actual or alleged negligence, intentional, or wrongful conduct of the Professional or any of its officers, members, employees, agents, representatives, or subcontractors in connection with its obligations or rights under this Agreement, (2) actual or alleged Professional breach, (3) actual or alleged performance or non-performance of the Professional's obligations under this Agreement, or (4) the Professional's actual or alleged failure to pay its workers, suppliers, or subcontractors for labor or materials provided to the Board. The Professional's indemnity obligations hereunder shall not be limited by any coverage exclusions or other provisions in any insurance policy maintained by the Professional which is intended to respond to such events. The Professional's indemnification obligation shall not include claims that are finally determined to result from the sole negligence or willful misconduct of the Board.

A County Indemnified Party shall promptly notify the Professional of the assertion of any claim against it for which it is entitled to be indemnified hereunder, shall give the Professional the opportunity to defend such claim, and shall not settle the claim without the approval of the Professional. The Professional agrees that the County reserves its right to monitor and actively participate in the defense of any and all claims against the County, at its own expense, if, in its sole discretion, the County chooses to do so. These indemnification provisions are for the protection of the County Indemnified Parties only and shall not establish, of themselves, any liability to third parties. The provisions of this Indemnification shall survive termination of this Agreement.

14. Successors and Assigns: This Agreement shall be binding upon the Board and its successors and upon the Professional and the Professional's successors. This Agreement may not be assigned by the Professional without the prior written consent of the Board, which may be withheld in the Board's sole discretion for any reason, or for no reason at all. Any such approval given in one instance shall not relieve the assigning party of its obligation to obtain the prior written approval of the other party to any further assignment. The approval of any assignment shall not operate to release either party from any of its obligations under this Agreement unless the written approval specifically provides otherwise. Any assignment of this Agreement shall require the assignee to assume the performance of and observe all obligations, representations and warranties of the assigning party under this Agreement.
15. Alternate Dispute Resolution (Non-Binding Mediation): If a dispute between the County and the Professional 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 if possible, or 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 party, whereupon either party may submit the dispute to the courts.

16. Forum for Litigation. It is the express intention of the parties that all legal actions and proceedings related to this Agreement or to any rights or any relationship between the parties arising therefrom shall be commenced before the Superior Court of New Jersey, venued in Monmouth County; provided, however, that when circumstances allow for federal jurisdiction (based on diversity of citizenship or otherwise), such legal actions and proceedings may be maintained in federal court having jurisdiction over the Board. The Professional irrevocably consents to the jurisdiction of such courts in any such actions or proceedings, and the Professional waives any objection it may have to the laying of the jurisdiction of any such action or proceeding.
17. Notices. Any notices that are provided pursuant to this Agreement shall be in writing (including facsimile and electronic transmissions) and mailed or transmitted or delivered as follows:

To the Board:
Monmouth County Board of Recreation Commissioners
805 Newman Springs Road
Lincroft, NJ 07738
Attn: Andrew J. Spears, Director
Email: AndrewJ.Spears@co.monmouth.nj.us
Fax: 732-842-4162

with a copy to:
Jason Sena, Esq.
Special County Counsel
Archer & Greiner, P.C.
10 Highway 35
Red Bank, NJ 07701

To the Professional: *{use info for person signing the contract}*:
XYZ Corp.
2 Main Street
Anytown, NJ 12345
Attn: Jane Doe, President
Email: jdoe@xyzcorp.com
Fax: 123-456-7890

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

18. New Jersey Business Registration. The Professional has previously provided the Board with a copy of the Professional's New Jersey Business Registration Certificate and that of any named subcontractor, verifying that the Professional and subcontractors are properly registered with the New Jersey Department of the Treasury. The Professional acknowledges that:
- (i) N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) a subcontractor named in a bid or other proposal made by a contractor to a contracting agency shall provide a copy of its business registration to the contractor who shall provide it to the contracting agency; 2) the contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance; 3) prior to receipt of final payment from a contracting agency, the contractor must submit to the contracting agency a complete and accurate list of all subcontractors or attest that none was used; 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all taxable sales of tangible personal property delivered into this State.
 - (ii) A contractor or subcontractor who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.
19. Counterparts. This Agreement may be fully executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement binding upon all parties, notwithstanding that all parties have not signed the same counterpart. Such executions may be transmitted to the parties electronically or by facsimile, and such electronic or facsimile execution shall have the same force and effect as an original signature.
20. Annual Campaign Contribution Disclosure Requirements. Pursuant to N.J.S.A. 19:44A-20.27, Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.
21. Governing Law. This Agreement shall be governed by and construed in accordance with laws of the State of New Jersey.
22. Severability. In the event that a court of competent jurisdiction finds any term or clause in this Agreement to be invalid, unenforceable, or illegal, the same will not have an impact on other terms or clauses in the Agreement or the entire Agreement. Rather, such term or clause shall be regarded as stricken while the remainder of this Agreement shall continue to be in full effect. Such invalid, unenforceable, or illegal term or clause may be revised to the extent required to render the Agreement enforceable or valid, and the rights and responsibilities of the parties shall be interpreted and enforced accordingly, so as to preserve their agreement and intent to the fullest possible extent.
23. Drafting Responsibility. Neither party shall be held to a higher standard than the other party in the interpretation or enforcement of this Agreement as a whole or any portion hereof as a result of having assumed primary drafting responsibility of this Agreement.
24. Compliance with Applicable Law. The Professional shall, and shall cause all subcontractors to, perform in accordance with Applicable Law. The Professional shall provide all notices, reports, and submissions required by Applicable Law. In the event that revisions in laws, rules, regulations, or other Applicable Law require changes to the Professional's performance under the Agreement, the Professional shall comport with these updated requirements of Applicable Law.

"Applicable Law" means any law, rule, regulation, requirement, guideline, action, determination, or order of, or legal entitlement issued or deemed to be issued by, any federal, state or local agency, court or other governmental body having jurisdiction, applicable from time to time regarding any transaction or matter contemplated by this Agreement.

25. No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer on any person other than the parties hereto and their respective permitted successors and assigns hereunder any rights or remedies under or by reason of this Agreement.

26. No Waivers. No action of the Board or Professional pursuant to this Agreement (including, but not limited to, any inspection, investigation, or payment), and no failure to act, shall constitute a waiver by either party of the other party's obligation to comply with any term or provision of this Agreement. No course of dealing or delay by the Board or Professional in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof or otherwise prejudice such party's rights, powers, and remedies.

27. No Consequential or Punitive Damages. In no event shall either party hereto be liable to the other or obligated in any manner to pay to the other any special, incidental, consequential, punitive or similar damages (but not actual or direct damages) based upon claims arising out of or in connection with the performance or non-performance of its obligations or otherwise under this Agreement, whether such claims are based upon contract, tort, negligence, warranty or other legal theory. The waiver of the foregoing damages applies only to disputes and claims as between the Board and the Professional. Nothing in this paragraph shall limit the obligation of the Professional to indemnify, defend and hold harmless the County Indemnified Parties for any special, incidental, consequential, punitive, or similar damages payable to third parties resulting from any act or circumstance for which the Professional is obligated to indemnify the County Indemnified Parties in accordance with and to the extent provided hereunder.

IN WITNESS WHEREOF, the Board and the Professional have executed this Agreement on the dates indicated below.

MONMOUTH COUNTY BOARD
OF RECREATION COMMISSIONERS

{Insert Full Vendor Name}

BY: _____
Kevin Mandeville, Chairman

BY: _____

ATTEST:

Andrew J. Spears, Director

ATTEST:

DATE: _____

DATE: _____

RESOLUTION NO. _____

PURCHASE ORDER NO. _____

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 Design Services & Site Work for electrical system upgrade at East Freehold Showgrounds - Bldg. 801 And 802 PS#70-23

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

I am the _____ (title)

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

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

Signed: X _____

Subscribed and sworn to
before me this _____ day
of _____, 20__.

Notary Public of

My commission expires _____, 20__.

EXHIBIT A

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

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

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

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

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

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

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

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

(Revised 2/2017)

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

(Revised 2/2017)

EXHIBIT C

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

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

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

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

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

(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.

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#70-23_ **Bidder / Respondent:** _____

Project Description: Providing Professional Engineering Design Services & Site Work for electrical system upgrade at East Freehold Showgrounds - Bldg. 801 And 802

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: _____