



Monmouth County Park System

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

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

NOTICE OF REQUEST FOR PROPOSAL 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 **Wednesday, November 30, 2022 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:

FURNISHING AND DELIVERY OF HAY AND STRAW (WC #01-23)

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

SPECIFICATIONS FOR THE FURNISHING AND DELIVERY OF HAY AND STRAW, TO THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS, LINCROFT, NJ

SCOPE: It shall be the purpose of this contract to make available to the Monmouth County Park System authorized sources for the procurement, delivery, and stacking of Hay and Straw as specified herein.

PROPOSAL: The attached proposal must be submitted in order for bidders to be considered. Award (s) will be made to the vendor(s) offering the lowest net prices to the Monmouth County Park System. The Purchasing Committee reserves the right to accept or reject any or all bids and to award in a manner in which in their estimation will be in the best interest of the agency.

QUANTITY: Quantities stated herein are **estimates** of the agency's anticipated requirements. **The Monmouth County Park System reserves the right to increase or decrease quantities of individual items within the total dollar amount.** The amount of materials ordered will fluctuate according to the needs of the specific sites.

PAYMENT: Upon delivery, an invoice and signed Monmouth County payment voucher must be submitted to the Board of Recreation Commissioners. Payment will be made upon approval of the voucher by the Monmouth County Board of Recreation Commissioners and the Monmouth County Board of Chosen freeholders.

PERIOD OF CONTRACT:
Contract shall be effective for the period January 1, 2023, or date of award if later, through December 31, 2023. Should the contractor dispose of his business during the contract period, all obligations will be transferred to the new owner who will be required to submit a proposal in accordance with the requirements set forth herein.

NORMAL BUSINESS HOURS:
Monday-Friday 8:00 am - 4:30 pm, excluding weekends and holidays. For the purposes of this contract holidays are - New Year's Day, Martin Luther King Jr's Birthday, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day and that Friday, and Christmas Day.

METHOD OF AWARD:
Will be awarded as a single contract. Bidder must bid on all items listed to be considered. Award will be based on the lowest responsive and responsible bidder with lump sum total of unit prices given.

INSURANCE:

The Contractor shall maintain the following insurance coverage, and provide the Park System a Certificate (ACORD©) of same, naming the Board of Recreation Commissioners as the Certificate holder, and the County of Monmouth, its Park System and their respective boards, officers, employees, and agents named as an additional insured.

- A. Worker's Compensation and Employer's Liability—covering all of the contractor's employees engaged in the performance of the contract in accordance with the requirements of the laws of the State of New Jersey, including voluntary compensation/all States endorsement.
- B. General Liability: Bodily injury and property damage, including coverage for: premises / operations; products / completed operations; broad form property damage; independent contractors; blanket contractual and, if applicable, explosion, collapse and underground (XCU). Limits of not less than \$1,000,000 for both bodily injury and property damage are required. A combined single limit of \$1,000,000 is acceptable. The Contractor shall maintain completed operations insurance for at least two years after final payment.
- C. Comprehensive Automobile Liability: Bodily injury and property damage with limits of not less than \$1,000,000 per person or occurrence. A combined single limit of \$1,000,000 is acceptable. Coverage must include hired and non-owned vehicles. A MCS-90 certificate shall be filed with the State if hazardous materials or waste will be transported during the performance of the work.
- D. Builder's Risk Completed Value Form "All Risk": The owner shall obtain and maintain Coverage for the entire Work at the site to the full insurable value thereof.
- E. **County Additional Insured:** The County of Monmouth, its Park System and their respective boards, officers, employees and agents must be named as additional insured on all policies except the Worker's Compensation policy.

DELIVERY:

Contractor shall start delivery no later than 30 days of award of contract.

The Park System may call for deliveries to be made to any of the three (3) specified locations:

1. Historic Longstreet Farm/Holmdel Park
Longstreet Road
Holmdel, New Jersey
2. East Freehold Park
Kozloski Road
Freehold, New Jersey
3. Thompson Park
Newman Springs Road
Lincroft, New Jersey

Hay shall be delivered to Historic Longstreet Farm, Holmdel NJ.

Straw shall be delivered to Historic Longstreet Farm, East Freehold Park and/or Thompson Park.

Normal deliveries are by large truck loads (@ 200-250 bales).
We may ask that approximately 30 bales of straw be delivered to East Freehold Park between July 20 and July 30, 2023.

The unit price quoted shall include all delivery charges and stacking in the barns at each park. A hay elevator will be required for delivery to Historic Longstreet Farm.

Vendor must supply all weigh tickets for hay and straw upon delivery.

The agency reserves the right to reject any part of a load that does not meet the specifications.

CONTACT:

Debra Senese, Supervisor
Historic Longstreet Farm
Phone: 732-946-3758
Fax: 732-834-0107
Email: dsenese@monmouthcountyparks.com

Item 1

BALED MIXED HAY.

Bales should be tied with twine. Hay to be baled, dry, clean and free of dirt, mold, and mildew. Hay to consist of a mixture of 70% Timothy and 30% Alfalfa or Grass. Hay must be a minimum of 70% leaves and 70% green color. Must not contain more than 1% foreign or injurious materials. Protein content shall be NOT LESS THAN 8%, AND NOT GREATER THAN 18%.

Estimated Quantity: 30 tons

Item 2

BALED LONG STRAW

Bales should be tied with twine. "Bright" long straw (not combine straw) to be baled, dry, and free of dirt, mold, mildew and foreign materials.

Estimated Quantity: 6 tons

BIDDER'S CHECKLIST

WC # 01-23

(Owner's checkmarks)



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



| | | |
|--------------|--|-------|
| <u> X </u> | Proposal | _____ |
| <u> X </u> | Statement of Ownership | _____ |
| <u> X </u> | Non-Collusion Affidavit | _____ |
| <u> X </u> | Disclosure of Energy Sector Investment Activities in Iran | _____ |
| <u> X </u> | Copy of the N.J. Business Registration Certificate for the bidder and any designated subcontractors | _____ |
| <u> X </u> | EEO/Affirmative Action Compliance Notice or Valid EEO Certificate | _____ |
| <u> X </u> | References / List of previous and/or active relevant work | _____ |

THE UNDERSIGNED BIDDER HEREWITH SUBMITS THE ABOVE REQUIRED DOCUMENTS:

COMPANY NAME: _____

SIGNED BY: _____

PRINT NAME AND TITLE: _____

DATE: _____

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

SUBMITTED BY _____
(Company Name)

PROPOSAL

FURNISHING AND DELIVERY OF HAY AND STRAW
FOR 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.

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>COST/TON</u> |
|-------------|--------------------|-----------------|
| 1. | Mixed Hay | \$ _____ |
| 2. | Straw | \$ _____ |
| | Lump Sum Total | \$ _____ |

NOTE: N.J. TAX EXEMPTION NO. # 69-0220842
VARIANCE IF ANY:

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

CONTRACTOR NAME: _____

CONTACT PERSON: _____

SIGNATURE: _____

ADDRESS: _____

BUSINESS PHONE: _____ FAX NO.: _____

CELL PHONE NO.: _____ DATE: _____

E-MAIL ADDRESS: _____

FEDERAL TAX ID# OR SOCIAL SECURITY# _____

DATE: _____

CAUTION

REGARDING STATEMENT OF OWNERSHIP

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

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

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

STATEMENT OF OWNERSHIP

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

The CONTRACTOR is (check one):

- | | | |
|--|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Subchapter S Corporation | <input type="checkbox"/> 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)

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: WC#01-23 **Bidder / Respondent:** _____

Project Title: Furnishing and Delivery of Hay and Straw

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: _____

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.

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

(Revised 5/2017)

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.).

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.*

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: _____

REFERENCES

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

1. Name of Project: _____
Address: _____
Description of Work: _____
Year Installed: _____
Name of Contact: _____
Phone Number of Contact: _____

2. Name of Project: _____
Address: _____
Description of Work: _____
Year Installed: _____
Name of Contact: _____
Phone Number of Contact: _____

3. Name of Project: _____
Address: _____
Description of Work: _____
Year Installed: _____
Name of Contact: _____
Phone Number of Contact: _____

4. Name of Project: _____
Address: _____
Description of Work: _____
Year Installed: _____
Name of Contact: _____
Phone Number of Contact: _____