



Monmouth County Park System

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

Bob G. Cain, RPPO, QPA
Purchasing Agent
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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 **MONDAY, JULY 20, 2009** 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:

MONITORING OF THE REMOVAL OF ASBESTOS CONTAINING MATERIAL FOR 2009 (PS #42-09)

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.) A copy of your New Jersey Business Registration Certificate is required with your proposal.

Bob G. Cain, RPPO, 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 #42-09)

The Monmouth County Park System invites you to submit a proposal for the monitoring of the Removal of Asbestos containing Material for 2009.

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:

MONDAY, JULY 20, 2009 AT 10:00 AM

Number of Original Proposals to be submitted: Two (2) Original Copies

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

Submission Office:

Bob G. Cain, Purchasing Agent
Monmouth County Park System Headquarters
805 Newman Springs Road
Lincroft, NJ 07738
(732) 842-4000 Ext. 4214
(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, either by mail, e-mail or fax:

**Monmouth County Park System
Construction Inspection Department
805 Newman Springs Road
Lincroft, NJ 07738
Attention: John Eisemann
732-834-0625
732-975-9748 (Fax)
e-mail: jeiseman@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. County of Monmouth Public Disclosure Statement

Under Resolution No. 08-397, (available at the www.monmouthcountyparks.com Purchasing site) the Freeholders have adopted special rules restricting political contributions that may be given by certain contractors or accepted by certain recipients. Note attached County of Monmouth Special Fair & Open RFP Language and Public Disclosure Statement.

2.3.3. 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.

2.3.4. 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.

2.3.5. Stockholder Disclosure Certification

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.

2.3.6. 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: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, the contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (*N.J.S.A. 54:32B-1 et seq.*) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

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

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

2.3.7. Non-Collusion Affidavit

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

2.3.8. 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 sub-contractor.
- (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 as additional insured on all policies except the Worker's Compensation policy.**

2.3.9. 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.

2.3.10. 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. Addendums

All addendums 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 Chosen Freeholders, 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 Chosen Freeholders 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 CD-ROM media compatible with the owner's computer operating system, windows based, Microsoft Office Suite 2000 or MacIntosh System 10.

3. Specifications

(PS #42-09)

SPECIFICATIONS FOR THE MONITORING OF THE REMOVAL OF ASBESTOS CONTAINING MATERIAL FOR 2009 FOR THE MONMOUTH COUNTY PARK SYSTEM

GENERAL DESCRIPTION OF WORK: It shall be the purpose of this contract to make available to the Monmouth County Park System professional services for asbestos abatement monitoring for the period of one year. The Park System will require an agency, on an as-needed basis, for both friable and non-friable asbestos abatement regulation and air monitoring services. The agency will be capable of formulating and supervising an abatement plan under the provisions of N.J.A.C.5:23, Subchapter 8. This agency will coordinate services with the abatement contractor and any other of the Park System's contractors, as needed.

SCOPE OF WORK

The work specified under this contract shall consist of the following:

1. Asbestos monitoring service is to include daily supervision, observation and safety control of the asbestos abatement contractor. The monitoring company shall act as the Park System's representative during the asbestos removal project.
2. Monitoring includes the on-site services of a NJ Certified Asbestos Safety Technician (AST) in accordance with regulatory requirements.
3. The AST is to conduct ongoing health and safety inspections, perform air monitoring and take air samples from the abatement site. The AST will be responsible for documenting the name, license number and hours on the job for the abatement contractor and each of his removal technicians.
4. If the AST observes irregularities at any time, the technician shall direct such corrective action as necessary. If the contractor fails to take the corrective action, the AST shall order the work stopped. If the contractor fails to comply with the order, then the AST shall notify the administrative authority having jurisdiction and/or the building owner who shall issue a Stop Work Order, have the work site secured until all violations are abated, and assess a penalty, which shall not be waived for any reason.
5. The AST is to remain on the project site during all abatement work. No asbestos removal shall be allowed without the AST on site.
6. In certain circumstances, the monitoring firm may be required to write an approved asbestos abatement plan, and to monitor the actual abatement under the provisions of N.J.A.C.5:23, Subchapter 8.
7. The monitoring firm will provide the Park System with a final written report, describing the nature of the abatement work, air monitoring results, and performance of the abatement contractor. Specifically, the final report will include: the AST's name, license number or copy of the license and hours spent on the job; all monitoring data; a copy of the 10-day notification for each abatement site; copies of the waste disposal receipts; a copy of the building permit, if required, and certificate of approval; the name and license number of the abatement contractor and each of the removal technicians; copies of the daily sign in sheets.

VENDOR CERTIFICATION

The vendor is to be a New Jersey state certified asbestos safety control monitoring firm, and employ AHERA certified asbestos abatement project designers. Verification of certifications must be submitted to MCPS.

GENERAL REQUIREMENTS

Safety Requirements – All work shall be done in conformance with O.S.H.A. regulations. State and local safety requirements must be met.

The asbestos removal contractor is responsible for coordinating the asbestos removal with the Asbestos Safety Monitoring Firm and the Construction Inspector before any abatement work may begin. The monitoring firm shall make their services available to the contractor within 3 working days of notification. All work shall be scheduled at least 3 working days in advance.

PROPOSAL

The attached proposal must be submitted in order for bidders to be considered. The proposal shall include bids for services performed at daily and half day rates. Also to be included is the rate per air sample taken.

WORK HOURS

Full day rate to be any 8 hour period between the hours of 7:00 AM and 5:00 PM.

Half day rate to be any 4 hour period between either the hours of 7:00 AM and 12:00 noon, or 12:00 noon and 5:00 PM.

DURATION OF CONTRACT

The contract for these services shall be in effect from the date of award, for the period of one year.

AWARD

This award will be based on the lowest average price of items 1, 2, 3, 4 and 5 as shown on the Proposal Page.

OWNER'S REPRESENTATIVE

If you have any questions regarding the work to be performed, please contact our Construction Inspector, John Eisemann, at (732) 834-0625.

CONDITIONS OF PAYMENT

No payments shall be made until the following conditions are fulfilled:

1. All asbestos has been removed from any building containing such material and has been properly disposed of. The appropriate reports and documentation shall be submitted by the Asbestos Safety Monitoring Firm to the NJDEP and the MCPS.
2. The owner's representative has inspected the site and has found that all conditions within the specifications have been completed to the owner's standards.
3. A final report from the monitoring agency has been received by MCPS, documenting the job, as outlined above.
4. Upon completion of the proposal, an invoice and a signed Monmouth County payment voucher must be submitted to the Board of Recreation Commissioners. Payment will be made upon approval of the voucher by The Monmouth County Board of Recreation Commissioners and the Monmouth County Board of Chosen Freeholders.

PROPOSAL FORMS CHECKLIST

(PS #42-09)

Items required with bid
(Owner's checkmarks)

Items submitted with bid
(Bidder's INITIALS)

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

- | | | |
|--------------|---|-------|
| <u> X </u> | Respondent's Proposal (two copies requested) | _____ |
| <u> X </u> | Copy of N.J. Business Registration Certificate – Respondent | _____ |
| <u> X </u> | Stockholder Disclosure Certification | _____ |

**B. ITEMS PREFERRED AT TIME OF PROPOSAL SUBMISSION,
 BUT MANDATORY WHEN INDICATED**

- | | | |
|--------------|---|-------|
| <u> X </u> | Public Disclosure Statement – at least 10 days before award | _____ |
| <u> X </u> | Copy of N.J. Business Registration Certification – Sub-contractor(s)
Prior to commencement of work | _____ |

**C. FAILURE TO SUBMIT ANY OF THESE ITEMS
 MAY BE CAUSE FOR REJECTION OF PROPOSAL**

- | | | |
|--------------|---|-------|
| <u> X </u> | Non-Collusion Affidavit | _____ |
| _____ | Equal Employment Opportunity questionnaire (Affirmative Action) | _____ |
| _____ | Reference | _____ |
| _____ | Resume(s) | _____ |

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

PRINT NAME OF RESPONDENT: _____

SIGNED BY: _____

PRINT NAME AND TITLE: _____

DATE: _____

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

Proposal

(PS #42-09)

Submitted By: _____
(Company Name)

PROPOSAL

PROFESSIONAL SERVICES REQUIRED IN THE REVIEW, APPROVAL, DOCUMENTATION AND MONITORING OF ASBESTOS ABATEMENT WORK, THE REGULATION, SAMPLING AND REPORTING OF WORK SITE AIR QUALITY AND DEVELOPING AN APPROVED ABATEMENT PLAN UNDER THE PROVISIONS OF N.J.A.C.5:23, SUBCHAPTER 8, AS REQUIRED, FOR 2009,

TO THE MONMOUTH COUNTY PARK SYSTEM, LINCROFT, NEW JERSEY.

TO THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS.

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

1. Cost PER FULL DAY for supervision, monitoring, safety control and taking air samples from work site \$ _____
 2. Cost PER HALF DAY for supervision, monitoring, safety control and taking air samples from work site \$ _____
 3. Cost PER SAMPLE for sampling and testing work site air quality using PLM analysis \$ _____
 4. Cost PER SAMPLE for sampling and testing work site air quality using TEM analysis \$ _____
 5. Cost PER PLAN for developing an abatement plan under the provisions of N.J.A.C.5:23, Subchapter 8 \$ _____
- TOTAL PRICE (Sum of items 1, 2, 3, 4 and 5) \$ _____
- TOTAL AVERAGE PRICE** (Total Price divided by 5) \$ _____

Note: The award of this contract will be based upon the lowest Total Average Price of items 1, 2, 3, 4 and 5

TAX EXEMPT #69-0220842

VARIANCE IF ANY: _____

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

having principle offices at:

ADDRESS: _____

BUSINESS PHONE: _____ FAX NUMBER: _____

E-MAIL: _____ WEB ADDRESS: _____

CONSULTANT (Print Name/ Title): _____

FEDERAL TAX ID# OR SOCIAL SECURITY # _____

SIGNATURE _____

DATED _____

Fair & Open RFP Language

Unless the applicant is a not-for-profit organization, the applicant for this contract will be subject to the Special Pay-to-Play Restrictions adopted under Resolution No. 08-397 by the Board of Chosen Freeholders. A copy of the Resolution is available for inspection at www.monmouthcountyparks.com.

County requirements:

1. Submission of a completed Public Disclosure Statement to the County, preferably with the proposal, but in no event later than ten (10) days prior to contract award.
2. Compliance with the contribution restrictions contained in Resolution No. 08-397 beginning 12 months prior to the County's announcement of a request for proposals and continuing through non-acceptance of the proposal or the end of the contract, whichever is later.

NOTE: The County requirements will not relieve the applicant from the requirement to file a Business Entity Annual Statement (Form BE) with the Election Law Enforcement Commission, if applicable.

County of Monmouth

**Public Disclosure Statement
(Under Oath)**

**Professional Services &
Extraordinary Unspecifiable Services**

Title of Proposal *[Insert]*: _____

Name of Contractor *[Insert]*: _____

STATE OF NEW JERSEY)

SS:

COUNTY OF MONMOUTH)

For the purpose of this Disclosure Statement, a "business entity" includes the entity itself and (a) if the business entity is an individual, his or her spouse and any child(ren) living at home, or (b) if the business entity is other than an individual, its owners (of 10% or more), partners and officers, as well as the owners, partners and officers of any subsidiary controlled by the "business entity".

A "business entity" does not include not-for-profit organizations or their officers or board members.

Check [X] either A. or B. below:

A. () NOT-FOR-PROFIT:

The undersigned, personally and on behalf of the above-named contractor, says under oath:

The applicant is a not-for-profit organization and therefore not a "business entity" as defined above.

B. () FOR PROFIT:

(i) The undersigned, personally and on behalf of the above-named contractor, which is a (for profit) "business entity" as defined above, responds under oath to the following question:

QUESTION:

Did the "business entity" as defined above make any political contributions during the 12 month period immediately preceding the County's first public announcement of its request for proposals or, if applicable, preceding the County's private solicitation of a proposal, to any of the following recipients?

- State political party committee
- County political party committee
- Municipal political party committee
- Legislative leadership committee
- Candidate committee of a candidate for or holder of an elective office of Monmouth County
- Continuing political committee
- Political action

ANSWER TO QUESTION [*Select one*]:

() No. The "business entity" did not make any such political contributions.

() Yes. The "business entity" made the following political contributions (for each contribution, state the name of the recipient, amount(s) and date(s); attach additional sheets, if necessary or preferred):

Name of Recipient

Amount

Date

Name of Recipient

Amount

Date

(ii) The undersigned, personally and on behalf of the above-named contractor, which is a (for profit) "business entity" as defined above, says under oath:

The "business entity" has not made or solicited any contribution of money, or pledge of a contribution, including in-kind contributions, excluding contributions made prior to May 8, 2008, either (a) directly or (b) through intermediaries, third parties, immediate relatives, candidate or political committees, or political action committees for the purpose of concealing the source of the contributions, in excess of the thresholds specified in Section 1(d) of Freeholder Resolution No. 08-397 available at www.monmouthcountyparks.com

The foregoing statements made by me are true. If any of the foregoing statements made by me are willfully false, I am subject to punishment, including punishment for false swearing or perjury.

Signed and sworn to before me

this ____ day of _____, 2009

X _____

Name:

Title:

X _____

Name:

Title: () Notary Public of New Jersey

() Attorney at Law of New Jersey

Seal (if any):

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: _____

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

OR

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

Check the box that represents the type of business organization:

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

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:

Name:	Name:
Home Address:	Home Address:

Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ____ day of _____, 2____	_____
	(Affiant)
(Notary Public)	_____
	(Print name & title of affiant)
My Commission expires:	(Corporate Seal)

NON-COLLUSION AFFIDAVIT

STATE OF _____)
) SS:
COUNTY OF _____)

(type or print affiant's name)

of full age, being first duly sworn according to law on my oath depose and say that I am a lawful representative of

(type or print name of Bidder)

the Bidder making the Bid for the above cited project, and that I executed the said Bid with full authority to do so; that said Bidder has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above cited project, and that all statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that the Monmouth County Board of Recreation Commissioners relies upon the truth of the statements contained in said Bid and in the statements contained in this affidavit in awarding the Contract for the said Project.

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

*Sworn and Subscribed to
before me this _____ day*

of _____ 20 ____ /s/ _____
/s/ _____
(Title)

NOTARY PUBLIC OF _____
(state)

My commission expires _____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE *N.J.S.A. 10:5-31, et seq., N.J.S.A. 17:27*

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

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

d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to **N.J.S.A.**

10:5-31, et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

e. The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with good faith efforts to meet targeted county employment goals established in accordance with **N.J.A.C. 17:27-5.2**, or good faith efforts to meet targeted County employment goals determined by the Division, pursuant to **N.J.A.C. 17:27-5.2**.

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

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

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

j. The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.