



Monmouth County Park System

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

Stephanie Weise, QPA
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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 **TUESDAY, DECEMBER 10, 2013** 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:

(PS #01-14) RESPIRATOR TRAINING AND RESPIRATOR FIT-TESTING SERVICES

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.

Stephanie Weise, 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 #01-14)

The Monmouth County Park System invites you to submit a proposal for providing respirator training and respirator fit-testing services.

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:

TUESDAY, DECMEBER 10, 2013 AT 10:00 AM

Number of Original Proposals to be submitted: One (1) Original Copy

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

Submission Office:

Stephanie Weise, Purchasing Agent
Monmouth County Park System Headquarters
805 Newman Springs Road
Lincroft, NJ 07738
(732) 842-4000 Ext. 4330
(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
Personnel, Training, & Safety Division
805 Newman Springs Road
Lincroft, NJ 07738
Attention: Brian Corrigan, Safety Coordinator
732-842-4000, Ext. 4311
732-842-3640 (Fax)
E-mail: bcorriga@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 NON-CONSTRUCTION

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

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

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

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

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

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

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

**THESE ARE SAMPLES OF THE ONLY ACCEPTABLE
N.J. BUSINESS REGISTRATION CERTIFICATES:**

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

OR

| | | |
|--|---|---|
| STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE | | <small>DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 322 TRENTON, N.J. 08646-0322</small> |
| TAXPAYER NAME: | TRADE NAME: | |
| ADDRESS: | SEQUENCE NUMBER: | |
| EFFECTIVE DATE: | ISSUANCE DATE: | |
| | |  Acting Director New Jersey Division of Revenue |
| <small>FORM-BBC(09-01)</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 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, 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 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 #01-14)

PROVIDING *RESPIRATOR TRAINING AND RESPIRATOR FIT-TESTING SERVICES TO THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS, LINCROFT, NJ 07738*

INTENT:

It is the intent of this specification to secure a vendor established and capable to furnish and deliver respirator training and respirator fit-testing services to the Monmouth County Park System (MCPS).

SCOPE:

The vendor is to provide respirator training and respirator fit-testing services to employees which include:

- Training for employees required to wear respirators in the proper selection and use, maintenance, capabilities, and limitations of respirators in accordance with 29 CFR 1910.134(k). Training must be effective, comprehensive, and understandable.
- Provide quantitative respirator fit-testing (29 CFR 1910.134(f)(1)) using the Portacount (or equivalent) fit test system for both North, MSA, or 3M full-face, half-face, air purifying respirators, and qualitative fit-testing for N95 or P100 particulate respirators in accordance with (29 CFR 1910.1001). All testing is to be completed by an O.S.H.A. authorized individual.
- It is the responsibility of the vendor to train and fit-test according to specifications herein. The MCPS shall be responsible for ensuring employees are medically cleared to wear a respirator.

PROPOSAL:

The attached proposal must be submitted in order for the vendor to be considered. Award will be made based on the lowest total sum and other considerations. The Purchasing Committee reserves the right to accept or reject any or all proposals and to award in a manner in which their estimation will be in the best interest of the agency.

VENDOR QUALIFICATIONS:

The vendor should have substantial experience in providing respirator training and respirator fit-testing services for a large-scale business entity. Please provide with the proposal a minimum of three references. The O.S.H.A. authorized trainer should have substantial experience in occupational respiratory protection. Please provide a copy of each individual's resume with the proposal.

PERIOD OF CONTRACT:

The contract will be in effect from January 1, 2014 through December 31, 2014. 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.

LOCATION OF SERVICES:

The vendor shall provide all services at a location determined by the Safety Coordinator of the MCPS.

SCHEDULING:

Brian Corrigan, Safety Coordinator of the MCPS shall schedule all training sessions. Training sessions shall be made within 30 days upon request. **Estimated number of training sessions is seven at twenty people per session.** Two sessions may be scheduled in one day provided two trainers/testers are available for testing. At no time shall the vendor make an appointment directly with the employee required to complete said testing.

DESCRIPTION OF WORK:

RESPIRATOR TRAINING

The training program will include the following:

- Why the respirator is necessary and how improper fit, usage, or maintenance can compromise the protective effect of the respirator.
- Use and limitations of the respirator
- Respirator selection, based on the hazard and respirator capabilities and limitations
- Respirator cartridge changeout schedule.
- How to inspect, don, doff, use, and check seals of a respirator.
- Care of the respirator, e.g., need for cleaning, maintenance, storage, and/or replacement.
- How to use the respirator in emergencies.
- How to use the respirator during situations when the respirator malfunctions.

RESPIRATOR FIT-TESTING

1. A quantitative fit test shall be used to determine the ability of each individual respirator wearer to obtain a satisfactory fit with any air-purifying respirator.
 - Quantitative fit-testing, using the Portacount (or equivalent) fit test system
 - Fit factors are determined by comparing the particle concentration outside the respirator with the concentration inside the respirator facepiece.
 - An acceptable fit is achieved when the respirator wearer successfully completes a series of eight programmed exercises (normal breathing, deep breathing, moving head side to side, moving head up and down, reading, grimacing, bending and touching toes, and normal breathing) with a fit factor of 100 or more.
 - Recordkeeping - respirator fit test results shall be recorded on a form and shall include the name of the person, type of respirator, brand name/model, method of fit test, fit test results, date and the name of the tester.
2. A qualitative fit test shall be used to determine the ability of each individual respirator wearer to obtain a satisfactory fit with an N95 or P100 Particulate Respirator.
 - Qualitative fit-testing shall be performed using either the irritant smoke method or the odorous vapor method.
 - Recordkeeping - respirator fit test results shall be recorded on a form and shall include the name of the person, type of respirator, brand name/model, method of fit test, fit test results, date and the name of the tester.

RECORDS

All results of the respirator fit tests shall be recorded on a standardized form. These forms shall be provided to the MCPS at the conclusion of the respirator fit-testing session to copy. The vendor may also be required to complete additional standardized MCPS forms at no additional charge. Upon passing the respirator fit test, the respirator testee shall be provided a "Respirator Training and Fit-Testing Verification card".

CONTACT PERSON:

The contact person for questions regarding this proposal is Brian Corrigan 732-842-4000, ext. 4311.

PAYMENT:

An invoice and signed Monmouth County payment voucher must be submitted to the Board of Recreation Commissioners no less than monthly or within 30 days of providing service. The Monmouth County Board of Recreation Commissioners and the Monmouth County Board of Chosen Freeholders will make payment upon approval.

METHOD OF AWARD:

Vendor must submit a price on all items listed to be considered. Award will be based on the sum of the total price of item 1 and item 2.

ESTIMATED AMOUNT OF CONTRACT:

Estimated amount of contract to be awarded \$5,250.

PROPOSAL FORMS CHECKLIST (PS #01-14)

| (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 | ↓ |
| <u>X</u> | Respondent's Proposal (one copy requested) | _____ |
| <u>X</u> | Statement of Ownership | _____ |
| <u>X</u> | Non-Collusion Affidavit | _____ |
| | B. ITEMS PREFERRED WITH THE PROPOSAL, BUT <u>MANDATORY</u> PRIOR TO AWARD OF CONTRACT | |
| <u>X</u> | Copy of Respondent's N.J. Business Registration Certificate | _____ |
| <u>X</u> | Copy of subcontractors N.J. Business Registration Certificate | _____ |
| <u>X</u> | EEO/Affirmative Action Compliance Notice | _____ |
| <u>X</u> | Reference/List of previous and/or active relevant work | _____ |

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

(PS #01-14)

Submitted by: _____
(Company Name)

PROVIDING RESPIRATOR TRAINING AND RESPIRATOR FIT-TESTING SERVICES TO THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS, LINCROFT, NJ

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

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

| ITEM DESCRIPTION | ANTICIPATED NUMBER OF SESSIONS | UNIT PRICE | TOTAL PRICE |
|-----------------------------------|--------------------------------------|------------|-------------|
| 1. Respirator Training Session | 7 x | _____ = | \$_____ |
| 2. Respirator Fit-Testing Session | 7 x | _____ = | \$_____ |
| SUM OF TOTAL PRICE ITEMS 1 & 2 = | | | \$_____ |

TAX EXEMPT #69-0220842

VARIANCE IF ANY: _____

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

having principle offices at: _____

MAILING ADDRESS: _____

PRINT NAME & TITLE: _____

FEDERAL ID # OR SOCIAL SECURITY #: _____

BUSINESS PHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

SIGNATURE: _____ DATED: _____

CONSULTANTS QUALIFICATION AND REFERENCES

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

References

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

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

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

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

STATEMENT OF OWNERSHIP

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

The **BIDDER** is (check one):

- Individual Partnership P.A. P.C. L.L.C. L.L.P.
- Corporation Joint Venture Other (specify): _____

I certify that:

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

OR

- The names and addresses of all persons and entities who own a 10% or greater interest in the Bidder or any listed entities are as follows:

| | NAMES: | ADDRESSES: |
|----|--------|------------|
| 1. | _____ | _____ |
| 2. | _____ | _____ |
| 3. | _____ | _____ |
| 4. | _____ | _____ |
| 5. | _____ | _____ |

- Check here if additional sheets are attached.
- Check here to certify that no person or entity, **except for those already listed above or on any attached sheets**, owns a 10% or greater interest in the bidder or any listed entities.

NAME OF BIDDER: _____

SIGNED BY: X _____

PRINT NAME & TITLE: _____

DATE: _____

NOTE: If an entity owns a 10% or greater interest in the Bidder, 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.

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. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the County and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Commission, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Commission and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program? Yes No
If yes, please submit a photostatic copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Commission as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes No
If yes, please submit a photostatic copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a \$150.00 Fee and forward a copy of the Form to the Commission. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____ **SIGNATURE:** _____
PRINT NAME: _____ **TITLE:** _____
DATE: _____