



Monmouth County Park System

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

Stephanie Weise, QPA
Phone: (732) 842-4000 Ext. 4330
Fax: (732) 842-4162

NOTICE OF RFP Exempt Services

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

Sealed RFP responses will be received by the Purchasing Agent on **TUESDAY, AUGUST 6, 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:

SURVEYING SERVICES – MALSBUURY (PS #41-13)

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

TABLE OF CONTENTS

1.	Introduction	3
2.	Administrative Conditions and Requirements	3
2.1.	Proposal Submission Information	3
2.2.	Using Department Information	4
2.3.	Statutory and Other Requirements	4
2.3.1.	Compliance with Laws	4
2.3.2.	Mandatory Affirmative Action Compliance	4
2.3.3.	Americans with Disabilities Act of 1990	4
2.3.4.	Statement of Ownership	4
2.3.5.	N.J. Business Registration Certificate	5
2.3.6.	Non-Collusion Affidavit	7
2.3.7.	Insurance	7
2.3.8.	Indemnification	8
2.3.9.	Alternate Dispute Resolution	8
2.4.	Addenda	9
2.5.	Multiple Proposals Not Accepted	9
2.6.	Failure to Enter Contract	9
2.7.	Commencement of Work	9
2.8.	Termination of Contract	9
2.9.	Notice of Award	9
2.10.	Prompt Payment of Construction Contracts P.L. 2006, c. 96	10
2.11.	Ownership of Material	10
3.	Specifications	11
	Proposal Forms Checklist.....	25
	Proposal	26
	Statement of Ownership	29
	Non-Collusion Affidavit	30
	Mandatory Equal Employment Opportunity Language	31

1. Introduction

(PS #41-13)

The Monmouth County Park System invites you to submit a proposal for providing Professional Surveying Services of Block 20, Lot 21, Upper Freehold Township, New Jersey, Owner: Malsbury, ±0.82 Acres, Improved Property, Project: Additions to Clayton Park

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, AUGUST 6, 2013 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:

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
Acquisition & Design Department
805 Newman Springs Road
Lincroft, NJ 07738
Attention: Francesca Martone
732-842-4000, Ext. 4304
732-842-3640 (Fax)
E-mail: fmartone@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 #41-13)

SURVEY

(Revised 11/22/11)

PROVIDING PROFESSIONAL SURVEY SERVICES OF BLOCK 20, LOT 21, UPPER FREEHOLD TOWNSHIP, NEW JERSEY, OWNER: MALSURY, ±0.82 ACRES, IMPROVED PROPERTY, PROJECT: ADDITIONS TO CLAYTON PARK

(X) If this box is checked, this is **not** a Green Acres Program project and this survey shall only conform to the specifications contained herein.

() If this box is checked, this **is** a Green Acres Program project and this survey must conform to the Program's specifications as well as those contained herein. To obtain the current Green Acres Program specifications, go to the Program's website at <http://www.state.nj.us/dep/greenacres>, then into Site Index, then into Survey Scope of Work – Local Assistance Program. The survey shall be subject to the approval of the Green Acres Program.

() If this box is checked, this is a partial boundary survey of the above-captioned property described as follows: _____

A. GENERAL INFORMATION

1. This survey shall be performed in accordance with all applicable New Jersey law, court rulings and administrative codes pertaining to land surveys. The surveyor shall obtain and maintain, during the terms of this contract, all licenses, permits, certifications and authorizations required by the appropriate Federal, State and local authorities to perform this contract.
2. All requirements of accuracy for Conventional or Global Positioning System (GPS) surveying shall meet or exceed a positional accuracy defined as the Federal classification for Third Order, Class I accuracy as stated in "Standards and Specifications for Geodetic Control Networks," Federal Geodetic Control Committee (FGCC), September, 1984.
3. Upon its completion, a copy of the title search shall be supplied by the Park System for use by the surveyor, but if additional title information is required to verify boundaries, ownership, etc., it shall be the surveyor's responsibility to obtain this information, without additional charge.
4. Quality Control shall be conducted by the surveyor to ensure accuracy, consistency and clarity in all documents, plans, and digital files being prepared, and that all specifications and requirements are adhered to and met. The liability for this work extends indefinitely because the surveyor's statute of limitations does not apply to survey work prepared for governmental agencies.
5. All original mylars and all paper copies of full size survey plans (not reduced plans) and all metes and bounds descriptions on company letterhead shall be signed and sealed by the New Jersey Licensed Professional Land Surveyor who is responsible for the preparation of the field survey, the field plan, and the metes and bounds description. To assure that the products are those of the licensee, the signature must be handwritten in ink on each original and paper copy of the plan of survey and on

each copy of the metes and bounds description. Rubber stamp signatures or computer-generated signatures are unacceptable.

B. NEW JERSEY STATE PLANE COORDINATE SYSTEM

6. The basis of bearings for the survey shall be the New Jersey State Plane Coordinate System (NJSPCS) and North American Datum 1983 (NAD1983).
7. NJSPCS Coordinate Values in US Survey Feet shall be to four (4) decimal places.

C. PLAN OF SURVEY

8. Surveyor shall submit a detailed 24"x 36" or 30"x 42" accurate survey plat in ink on mylar at a scale determined by clarity of information with the scale shown on the plat. The mylar shall be signed, sealed and certified to the County of Monmouth, Monmouth County Board of Recreation Commissioners, appropriate title company, Monmouth County Counsel or others as directed by the Monmouth County Park System.
9. Title of survey, property location, north arrow, certification, date and all revision dates shall be shown on plat.
10. Dimensions of all buildings, type of buildings, number of stories, street names and street number(s) of house(s) located on the property being surveyed shall be shown on the plat.
11. Accurate locations, types, sizes, and direction of flow of all drainage structures, locations, ownership, type and size of water and gas mains, sewer lines, manholes, valve boxes, meter boxes, hydrants, telephone booths, utility poles (with numbers); overhead wires as well as wells, septic tanks, above-ground and underground tanks, cisterns and monitoring wells, and other similar utilities shall be shown.
12. Accurate locations of all easements of record.
13. Locations of all water bodies, i.e., lakes, ponds, streams, wetlands, bogs, drainage ditches and swales.
14. Area in square feet and acres of all large water bodies (i.e., ponds and lakes).
15. Wetlands shown in accordance with NJDEP Wetlands Maps.
16. The property and all adjoining properties must be labeled with the now and formerly (n/f) property owner's name.
17. Area of property within each municipality shall be given to the thousandth of an acre or to three (3) decimal places when subject is located in more than one municipality. The overall area of the property shall be given in square feet as well as to the thousandth of an acre. (MCPS always requires area given to three (3) decimal places. This supersedes Green Acres specification 3.5.3.9).
18. Areas of property impacted by encroachments shall be clearly drawn and labeled with the dimensions of each encroachment shown. An enlarged detail of all encroachments shall be included on each survey that shows sheds, fences, buildings, structures, etc. The fee proposal shall include the cost to re-visit the site and re-shoot the line(s), if needed, in order to confirm that all encroachments have been removed, and the final survey shall reflect their removal.

19. For properties on tidal waterways, the surveyor shall establish the Mean High Water (MHW) line from tidal benchmarks and determine its elevation relative to NAVD 1988 (North Atlantic Vertical Datum) mean sea level vertical control. The MHW line and its elevation shall be shown on the survey. Tidal benchmarks are available through the State of New Jersey Department of Environmental Protection, Division of Coastal Resources. NAVD 1988 vertical control benchmarks are available through the State of New Jersey, Department of Transportation, Geodetic Survey Division.
20. All bridges shall be shown on the survey and labeled by bridge number. A bridge easement area 60' from the centerline and to the ends of the bridge and/or right-of-way shall be delineated on the survey with the area shown to the thousandth of an acre.
21. Survey to show the toe and slope of coastal dunes or hurricane dikes when present, as established by DEP Land Use Element staff.
22. Any utility easements, visible or known of record, and overhead wires or pole lines that fall within the parcel being surveyed, shall be shown. Those within a dedicated public road right-of-way and outside the parcel's metes and bounds may be omitted. Deed book and page and recording information for all utility easements shall be shown.
23. Show all public road rights-of-way and provide widths of sidelines and dimensions. If fee title extends to the center of a public road right-of-way or a waterway, the survey lines shall run to the center of the road or waterway. If the property is to be acquired in fee simple, subject to the paramount rights of the public, then the areas of those rights shall be shown and stated.
24. Survey information and graphic depiction of the parcel shall be drawn on the plan so that North points generally upward.
25. Bearings shall be shown on the drawing so that the corresponding metes and bounds description reads clockwise. Direction shall be indicated by small arrows.
26. Bearings shall be rounded to whole seconds of arc. Distances in US Survey Feet for survey courses shall be rounded to two (2) decimal places.
27. All property surveys must form closed polygons. General calls along roads or waterways are unacceptable without a tie line and are only permitted for existing deed calls or if specifically required. Tie lines are to be provided along waterways, and riparian claim lines.
28. The surveyor is responsible for defining all courses of the parcel being surveyed by mathematical survey expressions. All straight-line courses will be defined by bearings and distances with angular units stated in degrees, minutes and whole seconds of arc. Curves will be defined by radius, arc length, delta, chord bearing and chord length, and horizontal distances, radii of curves or lengths of arc must be stated in US Survey Feet to two decimal places.
29. The areas calculated in association with the property land survey shall be stated in square feet and acres, with acres rounded to three (3) decimal places unless the parcel is bounded, all or in part, by a waterway or a Tidelands Claim of the State of New Jersey. In such cases, the area shall be given to one decimal place (0.1 acre). Square footage shall be rounded to the whole square foot.
30. A location map shall be provided in the upper right hand corner of the plan. The perimeter of survey shall be drawn on the location map and an arrow shall indicate the site. A portion of a USGS Quadrangle (1 inch equals 2,000 feet, 1:24,000 scale) is preferred. The surveyor shall state the name

of the quad and provide the scale and graphic north arrow. Digital .dwg file submittal shall also include all associated survey files including digital image files used for location maps, key maps, area maps, etc., as shown on print of the survey. For example, use AutoCAD e-Transmit command to accomplish this task.

31. Private rights-of-way and easements for private roads crossing the parcel being surveyed shall be shown with record or physical width provided. Survey shall include recording information for maps, deed book and page or other information for private easements.
32. Survey shall show all areas of deed conflict and title uncertainty such as gores, overlaps or other areas of ambiguity. A separate legal description shall be provided for each gore area and overlap area. All adjoining records must be reviewed with the name of all adjoining owners, tax block and lot and deed book, deed page and recording information shown on the survey.
33. In addition to the surveyor's title block, all plans shall include a legend of acquisition that provides the following: owner/seller name, address of subject property, project name, municipality, county, block and lot, area of each tax lot, area of encroachments, area of easements, area of rights-of-way and area summary. In addition, a legend of symbols/line type shall also be provided.
34. Surveyor is responsible for presenting all of the findings on the survey in a clear and concise manner. The perimeter survey line (subject property boundary line) shall always be depicted as a solid line and be the most prominent line weight of the main drawing. Interior lot lines shall be shown with a less prominent line weight.
35. If the property being acquired is a partial taking or is a new lot resulting from a formal subdivision, the surveyor shall show the proposed new lot number on both the plan and the metes and bounds description following the surveyor obtaining confirmation of the new tax lot number from the municipal Tax Assessor or, in the case of a formal subdivision, the Planning Board Secretary.
36. The Point of Beginning used in the metes and bounds description shall be shown on the plat and labeled "Description Point of Beginning" or "Point of Beginning" or "P.O.B", or similar notation, and must be tied into a corner of record or road intersection. The NJSPCS NAD1983 Northing and Easting coordinate values stated in US Survey Feet to four (4) decimal places must be labeled on the plat for the Point of Beginning. There shall be a County of Monmouth monument at the Point of Beginning, either installed by the surveyor or existing.

The surveyor shall identify at least four (4) points, one (1) per quadrant (North, South, East and West) on the plat, labeling the Northing and Easting NJSPCS NAD1983 coordinate values stated in US Survey Feet to four (4) decimal places for each. One (1) of the four (4) points is to be the Point of Beginning, with the remaining three (3) to also be shown on the survey.

The survey plat shall also show the elevation above sea level of the Point of Beginning or another monument as directed by the Monmouth County Park System and reference the North American Vertical Datum of 1988 (NAVD88).

D. METES AND BOUNDS DESCRIPTION

37. If a portion of the property is being acquired, there shall be three (3) separate metes and bounds descriptions, one (1) of the overall property, one (1) of the partial taking and one (1) of the remainder.

38. The description of a bridge easement shall be included at the end of the parcel legal description and preceded by the statement, **“A portion of the described parcel shall not be encumbered by NJ Green Acres Program restrictions or conditions or other public park/open space restrictions or conditions and shall be designated as a bridge reconstruction and road widening easement reserved for future bridge and road repair and/or widening with such portion being bounded and described as follows:”**
39. The **Point of Beginning** used in the metes and bounds description must be clearly labeled “Description Point of Beginning” or “Point of Beginning” or “P.O.B.” or similar notation, and must be tied into a corner of record or road intersection. The NJSPCS NAD1983 Northing and Easting coordinate values stated in US Survey Feet to four (4) decimal places must be stated in the description for the Point of Beginning. There shall be a County of Monmouth monument referenced at the Point of Beginning, either installed by the surveyor or existing.
40. The surveyor shall prepare on company letterhead a separate metes and bounds description pursuant to the survey of the property and with reference to the information contained on the plan of survey. This description is to agree with the results of the survey from which it is written in every detail, and for this reason, the description shall not include any information that does not appear graphically or in a factual note on the survey plan. The metes and bounds description shall not be produced on the plan of survey but shall consist of a separate document. The date of the survey and the latest revision date shall be shown on the description and shall correspond to the dates shown on the survey. The overall area of the property shall be given in square feet as well as to the thousandth of an acre. (MCPS always requires area given to three (3) decimal places. This supersedes Green Acres specification 3.5.3.9).

E. MONUMENTS

41. Surveyor shall install one (1) iron pin, and seven (7) 4”x 4” x 6”x 6”x 30”, 60-lb. County of Monmouth survey monuments as supplied, at points specified by the Monmouth County Park System. Each monument shall be numbered by stamping the brass monument cap at time of installation as directed by the Monmouth County Park System with installed monuments to be identified by corresponding number on the survey. All monumentation, existing and installed, shall be shown and identified on the preliminary and final survey plat. Each course of the preliminary and final legal description shall call-out to all existing and installed monuments and identify the installed monuments by the number stamped on the brass cap, and as shown on the final survey plat. Installation and pick-up costs for these monuments shall be included in the overall survey cost. A per unit installation fee for any additional monuments shall be indicated on the Proposal Page, as well as a per unit deletion fee for any monuments not installed from the above amount. Surveyor shall mark each monument and/or iron pin set or found with a wooden witness lath no less than three (3) feet in length driven into the ground next to the monument or iron pin. This lath shall have a length of fluorescent surveyor’s tape tied to the top to increase visibility and aid in locating monuments later. Either an existing or installed County of Monmouth monument shall mark the Point of Beginning, with this monument stamped #1.

To indicate the casting and stamping of each County of Monmouth monument, a detailed enlargement, not necessarily drawn to scale, shall be depicted on the survey plan. Each monument set in the field shall be stamped with the monument number. A copy of the County of Monmouth cap detail is attached.

The elevation above sea level referencing the North American Vertical Datum of 1988 (NAVD88) shall be stamped in the appropriate space on the brass cap of the monument installed at the Point of Beginning (Monument #1), or another monument as directed by the Monmouth County Park System. Elevation shall be shown to the hundredth of a foot, or two (2) decimal places.

42. If County of Monmouth monuments cannot be installed during the time it takes to complete the survey, all on-the-ground angle points shall be permanently secured with an iron bar or pipe which shall be topped with a plastic cap bearing name and address of the survey company so concrete monuments may be installed later with all the (installed) monuments to be shown on the final survey and called out in the legal description and identified by number stamped on the brass cap. In the event concrete monuments cannot be installed when the property is being surveyed (due to physical constraints or monuments found), payment equal to the number of monuments to be installed multiplied by the "Per Monument Installation Cost" shall be held back until monuments can be installed.

F. DIGITAL FILES

43. Two (2) digital survey files shall be submitted on one (1) standard CD-R compact disc that can be read by any CD-ROM with these files not to be compressed or zipped in any way. One (1) file shall be a digital file in AutoCAD .dwg format containing the full survey drawing. This drawing must be created at its real New Jersey State Plane Coordinate System, Map Datum NAD1983 position and the view shall be unrotated from the coordinate system so that the NJSPCS NORTH points orthographically vertical in the screen.

One (1) file shall be a .dxf format single layer digital drawing containing the closed line polygon of the perimeter survey lines and certain other lines that are internal to the survey. Specifically, internal lines shall include public road or other public right-of-way lines, survey exception area lines, new survey tract lines created by this survey, funding participation limit lines, internal navigable or tidal water edge or mean high water lines, survey tie lines, New Jersey Tidelands Claims lines, clouded title lines, overlapping deed lines from adjoiner deeds, or limit lines of new conservation or public access easements being created by this project.

This .dxf file shall not be a complete drawing file of the survey and shall contain no text. This file shall be created at its real New Jersey Plane Coordinate System NAD1983 position and the view shall be unrotated from the coordinate system so that the NJSPCS NORTH points orthographically vertical in the screen. The polygon shall be created from the coordinate geometry of its survey point of beginning through the final course of survey and terminus point.

To provide a uniform method of closure without degrading the quality of bearings used, enter the radial error of closure as a final closing arc between the survey point of beginning and the survey point of ending. Add this additional course by inverting from the point of ending to the point of beginning as a final course.

The surveyor shall label the CD with the name of the Property Owner, the Project Name, Municipal Tax Block and Lot numbers, the Municipality, the Name of the Survey Firm, the name of the Surveyor and NJPLS License Number, Date of Survey, Date of Last Revision, Survey Reference Number and area of each Lot in acres.

Also included on the CD shall be:

- Exact text of the metes and bounds description of the parcel in MS Word 6.0 .doc format.
- Coordinate Geometry (COGO) survey data file in either .txt or MS Word 6.0 .doc format.

- All .dwg associated survey files, including image files, .TIF etc., which are used or referenced with the .dwg digital survey file. For example, use AutoCAD e-Transmit command to accomplish this task.
44. A computer printout of the Coordinate Geometry (COGO) survey file shall be included with the deliverables. This survey data file shall demonstrate that the mathematical survey expressions used to define the parcel on the plan and in the metes and bounds description form a closed polygon and verify that the areas stated are correct.

G. AWARD OF CONTRACT

45. Award of contract shall be based on lowest price submitted and other considerations.

H. SURVEY DELIVERABLES

46. Three (3) preliminary prints of the survey plat and three (3) copies of the preliminary metes and bounds description shall be furnished for Park System review and approval before printing of the final survey. Preliminary print must show all encroachments and easements in detail, in accordance with the specifications.
47. For Green Acres Program projects only, upon review and approval by the Park System of the preliminary survey and preliminary metes and bounds description, the following shall be submitted to the Park System for Green Acres Program review and approval:
- A. One (1) signed and sealed paper print of survey plat.
 - B. One (1) signed and sealed copy of metes and bounds description.
 - C. One (1) signed and sealed "Surveyor's Certification And Summary Form".
 - D. One (1) paper print of Coordinate Geometry (COGO).
 - E. One (1) copy of 8 ½" x 11" reduced survey plat.
 - F. One (1) compact disc (CD-R) that meets the current Green Acres Program survey specifications for digital files.
48. Following review and approval of the Park System and if applicable, the Green Acres Program, the following final deliverables shall be submitted:
- A. Eight (8) signed, sealed and certified copies of the final survey plat.
 - B. Eight (8) signed, sealed and certified copies of the written metes and bounds description of the taking, separate from the survey map.
 - C. One (1) signed and sealed ink on mylar of the full final survey drawing.
 - D. Two (2) compact discs (CD-R), if the survey **is** a Green Acres project. One (1) compact disc (CD-R), if the survey is **not** a Green Acres project. All discs shall include the following:
 - 1. One (1) AutoCAD full digital survey in the .dwg format.
 - 2. One (1) single layer digital drawing in .dxf format.
 - 3. One (1) metes and bounds description of the parcel in MS Word 6.0 .doc format.
 - 4. One (1) Coordinate Geometry (COGO) survey data file in either .txt or MS Word 6.0 .doc format.
 - E. One (1) paper copy of Coordinate Geometry (COGO) survey data file.
 - F. Two (2) 8 ½" x 11 reduced copies of the survey.

AUTOCAD DRAWING SURVEY SPECIFICATIONS

(Revised 3-16-11)

The Survey shall meet all digital data requirements of the following AutoCAD specifications;

I. GENERAL GUIDELINES:

- A computer printout of the Coordinate Geometry (COGO) survey file shall be included that confirms that the mathematical survey expressions and the Northing and Easting coordinates at each change of bearing which are used to define the parcel on the plan and in the metes and bounds description forms a closed polygon and verifies that the areas stated are correct.
- Digital surveys are to be compatible with AutoCAD 2010, Windows XP, or later versions.
- Digital surveys are to be prepared in the AutoCAD Model Space environment.
- Digital surveys are to be plotted/printed as a Layout in the AutoCAD Paper Space environment.
- All surveys shall include a Title Block, Graphic Scale and a North Arrow in the Paper Space environment.
- Digital surveys must be one (1) .dwg file and one (1) .dxf file.
- All files on submitted CD must not be in a zipped or compressed format.
- Digital .dxf file must be a single layer file as stated in Monmouth County Park System Specifications, **Digital Files** Section.
- Digital .dwg file must show all text and be an exact replica of the survey print.
- All .dwg digital survey associated files, including image files, .TIF files, etc., are to be submitted on a CD. These files may include location maps, key maps, area maps, or any related digital survey file. For example, use AutoCAD e-Transmit command to accomplish this task.
- Surveyor shall provide both digital drawings on a compact disc (CD).
- In survey digital drawings, one (1) AutoCAD drawing unit shall equal one foot (1') and AutoCAD Decimal Units shall be used. Scale shall be determined by clarity of information or as specified by the Park System.
- Surveyor shall work within a 24" x 36" digital sheet size and provide a 1/2" margin on the top, bottom and right side of the sheet and at least a 1 1/2" margin on the left side for binding.
- Survey digital drawing must be in the New Jersey State Plane Coordinate System (NJSPCS) Map Datum, NAD1983, and referenced on the survey.

- The Digital Model Space drawing view must be Unrotated so that the NJSPCS North points Orthographically up (vertical) in the screen. The New Jersey State Plane Coordinate System Northing direction is to be in the “Y” axis and Easting direction to be in the “X” axis of the drawing.
- Identify at least four (4) points, one (1) per quadrant, (North, South, East & West) on the drawing showing the Northing and Easting New Jersey Plane Coordinates for reference purposes. One of these points is to be the Point of Beginning, and its coordinate values must appear in the separate metes and bounds description for the survey. The remaining three (3) points with coordinate values are to be noted on the survey drawing only, and not in the metes and bounds description.
- The survey drawing shall also note the elevation above sea level of the Point of Beginning referencing the North American Vertical Datum of 1988 (NAVD88).

II. FILE NAMING:

The files are to be named using the first eight (8) letters of the property owner’s name. See examples of the following, i.e. property owner name Smith:

Smith.dwg
 Smith.dxf
 Smith_metes_bounds.doc
 Smith_cogo.doc or Smith_cogo.txt

III. DISK LABELING –CD (Compact Disk):

Label the compact disk in permanent marker to include the following information:

Property Owner
Project Name
Municipality, County with Tax Block & Lot Number (each lot)
Survey Firm, Surveyors Name and NJPLS License Number
Date of Survey and Date of Last Revision
Area of Lot in Acres (each lot)

IV. LINETYPES AND COLOR:

LAYER” shall define all linetypes and colors.

V. LAYER CONVENTION:

NOTE:

- The actual survey Property Line on the **PropertyLine** Layer is to be drawn as a Joined Polyline. Linetype to be Continuous; color is to be Blue.
- Partial Acquisitions – When a portion of the Property is being Acquired, the Area being Acquired shall be noted as the Property Line. The area not being Acquired, the Remaining portion of the property is to be noted on a Layer named **RemainingPropertyLine**. This Layer is also to be drawn as a Joined Polyline. Line type to be Continuous: color is to be Blue.

- Any Lot Line outside of the subject Property shall be included on the **AdjacentLotLine** Layer.
- When a Property Boundary Line is also the Municipal Boundary Line, County Boundary Line and/or Stream Boundary Line, this line must be depicted on each individual Layer with each respective color.

***Please note these required Layer names and colors that must be included with the drawing file.**

Property Line- Layer name-**PropertyLine** Color- Index Color #5 (**blue**) **Linetype**-**Continuous**

(Partial Acquisitions Only) Remaining Property Line- Layer Name-**RemainingPropertyLine**

Color- Index Color #5 (**blue**) **Linetype**-**Continuous**

Interior Lot Line-Layer name-**InteriorLotLine**

Color- Index Color #4 (**cyan**)

Adjacent Lot Line-Layer name-**AdjacentLotLine**

Color- Index Color #6 (**magenta**)

Municipal Boundary Line-Layer name-**MunicipalBoundaryLine**

Color- Index Color #2 (**yellow**)

VI. FEATURE & LAYER NAMING DESCRIPTION:

Any above ground storage tanks (oil, gasoline, propane, water, etc)

Border of sheet, title block

Bridge

Buildings (existing, under construction, ruins, etc.)

Bulkhead

Coastal dunes & hurricane dikes

Culvert, headwalls

Dam (structures only)

Deck, patio

Dimensions

Easements (i.e., access, conservation, drainage, sanitary, utility, etc.)

Fence (type to be labeled)

Flood Hazard Limit

Guardrail, guiderail

Jetty

Leases of Record

Miscellaneous object (post, sign, antenna, fire hydrants, etc.)

Monuments

Pavement (private roads, driveways, parking lots, etc.)

Pool (above ground, built in)

Railroad (contains all track and 3rd rail)

Road (public, unpaved, vacated, etc.)

Public roads of Record

Runway (aircraft runways, conc., macadam, dirt)

Shoreline

Sidewalk (all walkways, conc., macadam, gravel)

Stairs, steps (conc., stone, wood)

Street names

Text (street names, buildings, labeling as required)

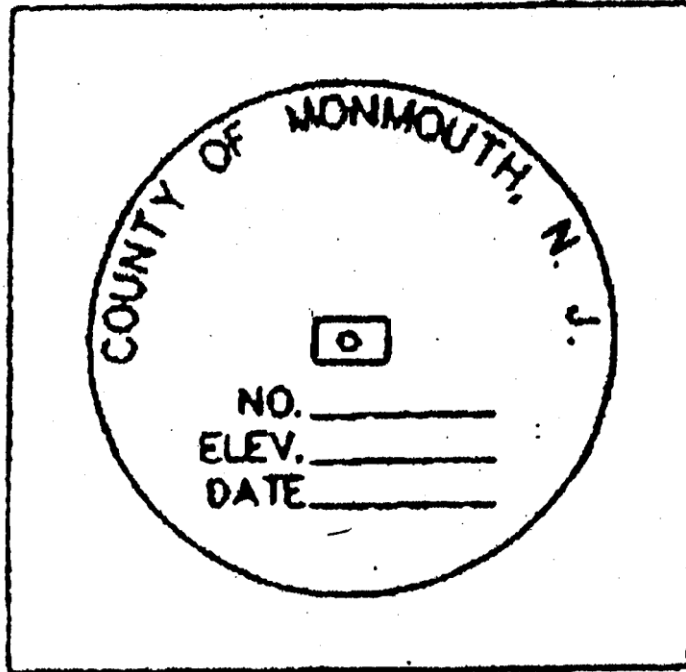
Underground storage tank (oil, water, propane)

Utility of Record (Electric, Fiber Optic, Phone, Electric, Gas, Propane, Water, Septic, Storm Sewer, etc.)

NOTE: Draw Utilities of Record as lines and identify as noted below:

- (Utility type example)
- Storm Drainage ---ST---
- Sanitary Sewer ---SAN--
- Electric Lines ---E---
- Gas Lines ---G---
- Water Main ---W---
- Computer ---C---
- Telephone ---T---
- Fiber Optic ---FO--

- Utility pole
- Vegetation (tree limits, hedges, restoration area, etc.)
- Water (streams, rivers, ponds, etc.)
- Wells (stone, concrete, timber, etc.)
- Wetland (area & limits, existing buffer, etc.)



COUNTY MONUMENT
DETAIL - (TYP.)

PROPOSAL FORMS CHECKLIST (PS #41-13)

(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 (two copies 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>	Reference/List of previous and/or active relevant work	_____
	C. OPTIONAL	
<u>X</u>	EEO/Affirmative Action Compliance Notice	_____

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

RRFP #13-09
(PS #41-13)

SUBMITTED BY: _____
(Company Name)

PROVIDING PROFESSIONAL SURVEYING SERVICES OF BLOCK 20, LOT 21, UPPER FREEHOLD TOWNSHIP, NEW JERSEY, OWNER: MALSBURY, ±0.82 ACRES, IMPROVED PROPERTY, PROJECT: ADDITIONS TO CLAYTON PARK

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 advertisement, 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. Full boundary survey with the installation of one (1) Iron pin and seven (7) monuments. \$ _____
2. Cost for installation of two (2) additional monuments. \$ _____
- TOTAL COST: \$ _____
3. Per monument installation cost (to delete). \$ _____
4. Per monument installation cost (to add). \$ _____

Surveying services shall not commence until surveyor receives a Purchase Order from the Park System and shall be completed **WITHIN THIRTY (30) DAYS** of receipt of Purchase Order.

Payment schedule for services shall be as follows:

- 50% of contracted amount shall be paid when preliminary print of survey and preliminary legal description are received;
- Up to 50% or remaining balance shall be paid in full when all required survey monuments are installed and all deliverables are received which comply with all contract specifications and requirements and have been reviewed and approved by the Monmouth County Park System and if applicable, reviewed and approved by the Green Acres Program.

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: _____

FEDERAL TAX ID # OR SOCIAL SECURITY # _____

CONSULTANT (Printed): _____

SIGNATURE _____

DATED _____

STATE CERTIFIED NJPLS LICENSE NUMBER _____

Please note: requirements for Certificate of Liability Insurance to be submitted before award of contract, Page 6, Item #2.3.8 (e)

**ALL SURVEYS SHALL BECOME THE PROPERTY OF THE
MONMOUTH COUNTY PARK SYSTEM**

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: _____