

**MONMOUTH COUNTY PARK SYSTEM
805 NEWMAN SPRINGS ROAD
LINCROFT, NJ 07738
(732) 842-4000**

**FURNISHING, DELIVERY AND SERVICING OF PORTABLE
TOILET RENTAL SERVICES**

BID NO: #0004-21

ADVERTISED: THURSDAY, SEPTEMBER 24, 2020

BIDS DUE: WEDNESDAY, OCTOBER 14, 2020 at 10:00AM

TO APPEAR IN PAPER: THURSDAY, SEPTEMBER 24, 2020

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Monmouth County Board of Recreation Commissioners at the Monmouth County Park System, outdoors in front of the Headquarters Building, Thompson Park, 805 Newman Springs Road, Lincroft, New Jersey 07738, until **10:00 a.m.**, prevailing time on **Wednesday, October 14, 2020** and then publicly read aloud for the following:

1. FURNISHING, DELIVERY AND SERVICING OF PORTABLE TOILET RENTAL SERVICES (BID #0004-21)

Bid Documents, including Instructions to Bidders, complete Plans and Specifications, and Proposal Forms may be obtained by qualified bidders on our website at www.monmouthcountyparks.com; **“Do Business with Us;” “Request for Bids”** . If requested by potential bidders, the Monmouth County Park System will mail a bid packet to such bidders. The Monmouth County Park System only assumes the responsibility for email and /or fax notifications and for placing bid packet in the mail, and not for the proper and timely delivery of such notices or packets.

Bids must be submitted on the proposal form provided or an exact duplicate in the manner designated and required by the specifications. Bid submitted must be enclosed in a sealed envelope bearing the name and address of the bidder, the title of the bid, and the words “Sealed Bid.” Bids are to be addressed to the Purchasing Agent, Monmouth County Board of Recreation Commissioners, 805 Newman Springs Road, Lincroft, New Jersey 07738. Bids may be mailed in or placed in the drop box located outside of the Thompson Park Headquarters Building, 805 Newman Springs Road, Lincroft, NJ, prior to the opening date. Public bid openings will take place outdoors in front of the Headquarters Building. **Face coverings and social distancing practices are required.** **Bidders shall submit at least one (1) original of each form, with an original signature.**

All bidders are required to comply with requirements of P.L. 1975, c.127, N.J.S.A. 10:5-31, et seq. (N.J.A.C. 17:27) (Affirmative Action), 42 U.S.C. 512101, et seq. (Americans with Disabilities Act), and N.J.S.A 40A:11-16 “Designated Subcontractors,” N.J.S.A. 52:32-44 (Business Registration) and N.J.S.A. 34:11-56.25, et seq. (Prevailing Wage), and all other laws and regulations that apply to bidding and the performance of the proposed contract.

The Monmouth County Board of Recreation Commissioners reserves the right to waive any informality in, or to reject any or all bids in accordance with N.J.S.A. 40:A-11-13.2, and to award contracts in whole or in part, if deemed in the best interest of the Board to do so.

The Monmouth County Board of Recreation Commissioners shall reserve the right to hold bids for sixty (60) days prior to award of contracts.

All inquiries are to be directed to the Purchasing Department at (732) 842-4000. By order of the Board of Recreation Commissioners of the County of Monmouth.

Kevin Mandeville, Chairman
James J. Truncer, Secretary-Director
Jennifer Kaczala, Purchasing Agent

GENERAL CONDITIONS

1. All bidders must submit their proposals on the enclosed forms and must furnish all required information. FAILURE TO PROPERLY EXECUTE THESE FORMS MAY BE CAUSE FOR REJECTION OF THE BID.
2. The bid must be enclosed in two (2) sealed envelopes, one inside the other. The word "BID" must be written on both envelopes. The outside envelope must bear the title of the bid, the date of the bid opening, and the name and address of the bidder.
3. Included with this specification is a true copy of the contract that will be the formal contract to be executed by the successful bidder.
4. The quality of items to be furnished is as set forth in detail in the proposal
5. Any brand names mentioned in the specification shall be deemed to include the words "or approved equal", and bids submitted on other brands must include detailed information and specifications that may be used for the purpose of making comparisons.
6. All bidders must indicate any variation to the specifications, terms, and conditions, no matter how slight. If no variances are indicated, it will be defined to mean that the specification will be fully complied with.
7. Items of foreign origin must be so indicated. Your signature to the bid proposal will be taken as your certification that all manufactured articles and materials not so indicated, have been made or produced in the United States (40 A:11-18)
8. The bidder, if awarded a contract, agrees to protect, defend and save harmless the contracting unit against any damage for payment for the use of any patented material process, article or devise that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the contracting unit from suits or actions of every nature and description brought against it, for, or on account of any injuries or damages received or sustained by an party or parties by, or from any of the acts of the contractor, his servants or agents.
9. The Monmouth County Board of Recreation Commissioners reserves the right to reject any or all bids and to waive any minor defect or informality in any bid, should it be in the best interest of the Board to do so.
10. The Board of Recreation Commissioners has up to sixty (60) days to make the award. If addition time is required beyond sixty (60) days, the contracting unit may request permission to do so from any one of the three apparent lowest responsible bidders for an additional period of time to be agreed to by the contracting unit and bidders.
11. In the event that the bidder to whom the contract is awarded should fail to enter into a contract, the Board of Recreation Commissioners may, at its option, accept the proposal of the next lowest bidder.
12. Should the contractor fail to fulfill the terms of the contract within the specified time, the Board of Recreation Commissioners reserves the right to rescind the contract and secure the items or services elsewhere. The contractor is responsible for any additional cost incurred as a result of this action.
13. All items are to be delivered F.O.B. destination specified. The maximum of days allowable for delivery is indicated in the specification and must be adhered to.
14. The County of Monmouth and the Board of Recreation Commissioners are exempt from all Federal, State, and Municipal sales and excise taxes. The New Jersey Sales Tax Exemption Number is 69-0220842.

15. Following delivery, an invoice and a signed Monmouth County payment voucher must be submitted to the Board of Recreation Commissioners. Payment will be made upon approval of the voucher by the Monmouth County Board of Recreation Commissioners and the Monmouth County Board of Chosen Freeholders

16. MANDATORY BUSINESS REGISTRATION CERTIFICATE

**NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS
GOODS, SERVICES, AND CONSTRUCTION* CONTRACTS**

Proof of valid business registration (a Business Registration Certificate) with the New Jersey Department of Treasury, Division of Revenue must be submitted to the contracting agency prior to the award of any contract, including purchase orders. No contract will be awarded without proof of such business registration. N.J.S.A. 52:32-44 imposes the following requirements on contractors and on all subcontractors that knowingly enter into a contract, or construct a construction project, with a contractor in the fulfillment of a contract with a contracting agency. *In the case of a construction contract, “subcontractor” shall mean only designated subcontractors who are required by N.J.S.A. 40A:11-16 to be named in the submission of a bid.

A subcontractor named in a bid or other proposal made by a contractor to a contracting agency shall provide a copy of its business registration to the contractor who shall provide it to the contracting agency. The contractor shall provide the contracting agency with the business registration of the contractor and that of any named subcontractors prior to the time a contract is awarded.

The contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. Before final payment of the contract is made by the contracting agency, the contractor shall submit a complete and accurate list and proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.


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

A business organization that fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency


Sample Business Registration Certificates are attached for convenience. Questions on obtaining a Business Registration Certificate or on the law and its requirements can be directed to the Division of Revenue at (609) 292-9292.

(Revised 5/2017)

**THESE ARE SAMPLES OF 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 FD 50K 202 TRENTON, N.J. 08646-0252</small>
TAXPAYER NAME:	TRADE NAME:	
ADDRESS:	SEQUENCE NUMBER:	
EFFECTIVE DATE:	ISSUANCE DATE:	
		 Acting Director New Jersey Division of Revenue
<small>FORM-BRC(09-01)</small>	<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>	

(Revised 5/2017)

17. Any proposal not meeting the requirements set forth herein may be rejected.
18. If this is an on-call supply contract for a stated period of time or a service contract, whether or not for a stated period of time, the County may cancel the contract or portions thereof, without cause, upon written notice to the contractor. If an on-call supply contract is cancelled or partially cancelled by the County under this provision, the contract shall be entitled to payment only for the goods called for by the County prior to the cancellation, at the contract rate(s), upon delivery of those goods to the County, but not for the overhead and profit associated goods not called for by the County. In the alternative, at its option, the County may also cancel any or all called for orders for goods, provided that the County will compensate the contractor for the contractor's reasonable overhead and profit related to such order, but not for the overhead and profit associated with any other goods not called for by the County. Likewise, a service contractor shall be entitled to payment for services duly requested by the County and rendered by the contractor prior to the cancellation, also at the contract rate(s), but not for the overhead and profit associated with services not performed. If a contract is partially cancelled, the remainder of the contract shall continue in effect, subject to reasonable adjustment to cover the contractor's actual increased costs, if any, in supplying the remaining goods and services.

**ALL BIDS SUBMITTED SHALL INCLUDE THE ATTACHED "BIDDER'S
CHECKLIST" ALONG WITH A SIGNED PROPOSAL AND ALL REQUIRED
DOCUMENTS LISTED ON THE CHECKLIST**

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

GENERAL SPECIFICATIONS

- INTENT:** It is the intent of this specification to describe and govern the **FURNISHING, DELIVERY AND SERVICING OF PORTABLE TOILET RENTAL SERVICES (BID #0004-21) hereafter**, referred to as the items.
- SCOPE:** The bidder is to furnish and deliver any or all items as called for in the specifications as instructed by the Agency.
- GENERAL:** The items shall be new and of the latest design. The items shall be furnished complete in every detail and ready for use when delivered to the Agency. Any item differing in minor details from these specifications may be considered, provided such differences are clearly noted and described in detail by the bidder and attached to the proposal and considered by the purchaser to be, in all essential respects in compliance with these specifications. If requested the bidder shall bring to the Agency, the items or a portion thereof, for a final inspection before the bid is awarded. The agency reserves the right to inspect manufacturing and warehouse facilities.
- BID GUARANTEE:** Each Bid must be accompanied by a Bid Guarantee payable to Monmouth County Board of Recreation Commissioners. The Bid Guarantee shall be in the amount of “10% of the Base Bid (as called out in the Bid Form)” or \$20,000.00, whichever is the lesser amount. The Bid Guarantee shall be given by certified check, treasurer's check or bid bond at the Bidder's option.
- CONSENT OF SURETY:** Consent of Surety must accompany each bid. The Consent of Surety shall provide that if the Contract is awarded to its principal, the Surety on behalf of its principal will post Performance, Payment and Maintenance Bonds if required, each of which shall be for 100% of the amount of the awarded Contract.
- EQUAL/TIE BIDS:** In the event of equal or tie bids, the agency reserves the right to award, at its discretion, to any one of the equal or tie bidders.
- PRICE DISCREPANCY:** If there is a discrepancy between the extended price and the unit price, the unit price shall prevail and the agency retains the right to recompute the extended price.
- The agency also retains the right to check tie addition of all extended prices regardless of whether or not there is a discrepancy between the extended prices and the unit price. If the total sum of the extended price is incorrect, as a result of the bidders faulty arithmetic calculations, the agency will substitute the correct price and inform the vendor of the change.
- GUARANTEE:** The bidder shall guarantee that the items and all its parts shall comply with this specification.
- PRODUCT:** Only manufactured and farm products of the United States wherever available, shall be used in the performance of the specifications.

QUANTITY: Quantities stated in the specifications are approximate quantities only, and the agency reserves the right to increase or decrease the quantities without increase or decrease in price.

**PROPOSAL
FORM:** Prices are to be quoted for each item to be bid upon by bidder. The Board of Recreation Commissioners reserves the right to accept or reject any or all items listed on the proposal and to award the contract in whole or in part as deemed in the best interest of the Board of Recreation Commissioners.

SAMPLE ONLY - PAGE #1

CONTRACT

This AGREEMENT, made and entered into this day of A. D. Two Thousand and - and between the MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS, a body corporate and politic of the State of New Jersey, party of the first: part; AND

party of the second part.

WITNESSETH: That in consideration of the payments hereinafter specified and agreed to be made by the party of the first part, the party of the second part hereby covenants and agrees to furnish and deliver to the Monmouth County Board of Recreation Commissioners, in strict and entire conformity with the specifications hereto annexed, which are made a part of the Agreement as fully with the same effect as if the same had been set forth at length in the body of this Agreement.

The party of the second part agrees to make payment of all proper charges and labor and materials required in the aforementioned work, and indemnify and save harmless the party of the first part, its officers, agents and servants and each and every name and description, including royalty fees and claims for the use of patented materials or payments and from all damages to which the said party of the first part or any of its officers, agents and servants may be put by reason or injury to the person or property of others resulting from carelessness in the performance of said work, or through any improper or defective machinery, implements or appliances used by the said party of the second part in the aforesaid work, or through any act or omission on the part of the said party of the second part, or his agent or agents.

It is also agreed and understood that the acceptance of the final payment by the contractor shall be understood as a release in full of all claims against, out of, or by reason of the work done and materials furnished under this contract.

If proposals received for this contract include unit prices, the party of the first part reserves the right to increase or decrease any or all quantities in each item at the unit price bid.

IN CONSIDERATION OF the premises, the party of the first part agrees to pay the party of the second part for the said furnishing and delivery of

SAMPLE ONLY - PAGE #2

the same payable at the time and in the manner set forth in the specifications and proposal in connection with the same, which are a part of this contract, the same as though specifically set forth herein and attached hereto and made a part hereof is a true copy of the advertisement for bids.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be signed by the Chairman and attested by its Secretary, with its corporate seal hereto affixed, on *this* day and year first above written. The party of the second part is required to tactfully execute and carry out all requirements of the Affirmative Actions of P.L. 1975 c. 127.

MONMOUTH COUNTY BOARD OF
RECREATION COMMISSIONERS

BY: _____
Kevin Mandeville, Chairman

BY: _____

ATTEST:

ATTEST:

James J. Truncer
Secretary-Director

DATE: _____

DATE: _____

SPECIFICATIONS FOR THE FURNISHING, DELIVERY AND SERVICING OF PORTABLE TOILET RENTAL SERVICES TO THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS, LINCROFT, NJ 07738

SCOPE:

The purpose of this contract shall be to make available to the Monmouth County Park System authorized sources for the furnishing, delivery, and servicing of PORTABLE TOILET RENTAL SERVICES, as specified herein.

PROPOSAL:

The attached proposals must be submitted in order for bidders to be considered. Contractors currently supplying the Park System must reapply on the proposal page. The Purchasing Committee reserves the right to accept or reject any or all bids, and to award the contract in the best interest of the Park System.

INSURANCE:

The Contractor shall maintain the following insurance coverage, and provide the Park System a Certificate (ACORD⁰) of same, naming the Monmouth County Park System as the Certificate holder.

A Worker's Compensation and Employer's Liability—covering all of the contractor's employees engaged in the performance of the contract in accordance with the requirements of the laws of the State of New Jersey, including voluntary compensation/all States endorsement.

B General Liability: Bodily injury and property damage, including coverage for: premises / operations; products / completed operations; broad form property damage; independent contractors; blanket contractual and, if applicable, explosion, collapse and underground (XCU). Limits of not less than \$1,000,000 for both bodily injury and property damage are required. A combined single limit of \$1,000,000 is acceptable. The Contractor shall maintain completed operations insurance for at least two years after final payment.

C Comprehensive Automobile Liability: Bodily injury and property damage with limits of not less than \$1,000,000 per person or occurrence. A combined single limit of \$1,000,000 is acceptable. Coverage must include hired and non-owned vehicles. A MCS-90 certificate shall be filed with the State if hazardous materials or waste will be transported during the performance of the work.

D County Additional Insured: The County of Monmouth must be named as additional insured on all policies except the Worker's Compensation policy.

PROPOSAL 1

LIABILITY:

The contractor shall be responsible for any damage to Park System property caused by their equipment during the performance of this contract.

QUANTITY:

The quantities and dollar amounts bid are estimates. This is an open-end contract, the goods and/or services are on-call, if and when needed. The Park System reserves the right to increase the contract total dollar amount by up to 20%, or decrease the contract total dollar amount by up to 100%. The attached inventory shows the estimated total amount of portable toilets MCPS will need at a typical snapshot during the period of the contract. Each area manager will contact the vendor and specify the actual numbers of toilets they will need and for what period of time. These numbers may change based on dates, weather, usage, or events, as well as for maintenance of permanent facilities.

QUALITY:

All units delivered to the Park System shall be clean, sanitized, and in good working order. There shall be no dents, cracks, or discolorations to the exterior. Each unit must be equipped with a hand sanitizer unit. Doors, locks, and hand sanitizers shall all be fully functional. The Park System reserves the right to refuse delivery of any unit that it reasonably deems to be unacceptable because of exterior appearance or working order, and to require the delivery of an acceptable replacement.

SINGLE UNITS:

All toilets shall be portable, self-contained, single occupancy. Each unit must be equipped with one urinal, one commode, one hand sanitizer unit, one toilet paper dispenser and roll of toilet paper, and inside door lock. Each unit must have a service log sticker in place. Units shall be empty and thoroughly cleaned on the interior and exterior when delivered.

DELUXE SINGLE UNITS:

Deluxe portable toilet facility shall be self-contained, single-occupancy, and equipped with one flushable commode, sink with potable water, soap dispenser, one toilet paper dispenser and roll of toilet paper, and inside door lock. Each unit must have a service log sticker in place. Estimated use for special events anticipated to be 5 units at any one time.

DISABLED SINGLE UNIT:

Portable toilet facilities accessible for the disabled shall be in compliance with state ADA guidelines, self-contained, single-occupancy, and equipped with one commode, one hand sanitizer unit, one toilet paper dispenser and roll of toilet paper, and inside door lock. Each unit must have a service log sticker in place. The dimensions should be a minimum of 82"H x 1"W x 61"D, and must be equipped with assist bars fixed to the wall near one side of the toilet. The unit shall have no more than a ¾" threshold and minimum doorway width of 32 inches. Estimated use of these units is anticipated to be between 25-30 units at one time. This is an estimate and the vendor should be prepared to meet demands as needed.

RESPONSE TIME:

The contractor agrees to respond to fax, email, and phone requests for service within 24 hours of notification by the Park System, including weekends.

At least one phone number where a person can be reached to assist with emergencies must be provided.

PERIOD OF CONTRACT:

The contract period shall be January 1, 2021 through December 31, 2021. Should the contractor dispose of his business during the contract period, all obligations shall pass to the new owner, who shall be required to submit a proposal in accordance with the requirements of the contract.

This contract shall not bind, nor purport to bind, the Park System for any contractual commitment in excess of the original contract period. The Park System shall have the right, at its sole option, to extend the contract for 2 additional 1 year periods (2022-2023). In the event the Park System exercises such right, all terms, conditions, and provisions of the contract shall remain the same and apply during the renewal period.

DELIVERY:

Units shall be delivered to areas administered by the Monmouth County Park System, including but not limited to: Bayshore Waterfront Park, Big Brook Park, Clayton Park, Crosswicks Creek Greenway, Deep Cut Gardens, Dorbrook Recreation Area, East Freehold Park Showgrounds, Fisherman’s Cove, Freneau Woods Park, Hartshorne Woods Park, Historic Walnford, Holmdel Park, Huber Woods Park, Manasquan Reservoir, Monmouth Cove Marina, Mt. Mitchill Scenic Overlook, Seven Presidents Oceanfront Park, Shark River Park, Sunnyside Recreation Area, Tatum Park, Thompson Park, Turkey Swamp Park, Bel-Aire Golf Course, Charleston Springs Golf Course, Hominy Hill Golf Course, Howell Park Golf Course, Pine Brook Golf Course, and Shark River Golf Course. Bid must include delivery and pickup.

AVAILABILITY:

The contractor shall be able to furnish units and make service calls within 24 hours of notification by the Park System. In the event of an emergency, the contractor must be able to provide service and furnish units within four hours of notification on a seven-day per week basis.

CONTACT:

The Park System’s contact person for general questions about the contract is:

Mike Smith Phone # 732-842-4000 EXT # 4365

SERVICING:

Weekly servicing of all units must be included in the monthly bid price. The Park System may order additional servicing based on user volume, up to 5 times per week, billed at the quoted per unit servicing price.

Every service shall include the following:

1. Removal of waste contents
2. Steam or disinfectant cleaning of unit
3. Deodorizing
4. Resupply toilet paper
5. Refill hand sanitizer
6. Replace urinal cakes
7. Repair as necessary

After each service, the service log sticker must be filled in to show service was completed.

The contractor’s price for service shall be the same both weekdays and weekends.

Some units are to be maintained in areas behind locked gates. If a strict servicing schedule cannot be maintained, it will be necessary for the service person to locate a park ranger to have the gate unlocked. A locked gate will not relieve the contractor of providing service to the units. Scheduling of service will be at the convenience of the Park System.

BILLING:

The contractor shall submit an itemized bill accompanied by a signed voucher at the end of the month for services rendered during that month.

METHOD OF AWARD:

The contract will be awarded based on the lowest total weighted price using items #1-#5.

The total will be calculated using the proposed prices that will be weighted as follows:

Item 1. Unit rental (price per unit per month)	\$40.00	x 40%	=	\$18.00
Item 2. Deluxe unit rental (price per unit per month)	\$150.00	x 5%	=	\$7.50
Item 3. Disabled unit rental (price per unit per month)	\$120.00	x 30%	=	\$36.00
Item 4. Additional service (cost per unit per service)	\$10.00	x 20%	=	\$2.00
Item 5. Minimum charge for service visit per site	\$40.00	x 5%	=	<u>\$2.00</u>
				\$65.50

	PARK	Regular	ADA
406	Shark River Park	2	0
407	Holmdel Park	1	1
408	Longstreet Farm Turkey Swamp	1	1
409	Park	4	3
410	Howell GC Maint	2	0
411	Thompson Park East Freehold	6	5
414	Showgrounds	1	1
415	Tatum Park Shark River GC	1	0
416	Maint Hartshorne	2	0
417	Woods Park	3	3
418	Mt. Mitchill	1	1
419	Huber Woods	1	0
420	Seven Presidents	1	1
424	Clayton Park Manasquan	1	1
425	Reservoir Pine Brook GC	6	2
427	Maint Dorbrook	2	0
432	Recreation Area Monmouth Cove	4	4
433	Marina Charleston	1	0
434	Springs GC Maint	2	0
435	Fisherman's Cove Sunnyside	2	0
436	Recreation Area Bayshore	0	1
439	Waterfront Park	4	1
441	Crosswicks Creek	2	0
442	Big Brook Park Wolf Hill	3	0
443	Recreation Area	2	2
444	Bel-Aire GC Maint Perrineville Lake	4	0
448	Park Union Transportation	3	0
450	Trail Wickatunk Rec	3	0
451	Area	1	0
454	Freneau Woods Swimming River	0	1
455	Park	1	0
Estimated Totals		67	29

PROPOSAL 2

DELIVERY:

Delivery of approximately 40 single units, 5 disabled units, 1 deluxe single unit, and 1 luxury wheelchair-accessible trailer unit to the Monmouth County Fair shall be by 1:00 p.m. Monday before the opening of the Fair at East Freehold Showgrounds.

DATES OF THE FAIR:

2021 Monmouth County Fair anticipated dates are: July 21-25, 2021

QUANTITY:

The quantities and dollar amounts bid are estimates. This is an open-end contract, the goods and/or services are on-call, if and when needed. The Park System reserves the right to make adjustments to the good and services being solicited. The Park System reserves the right to increase the contract total dollar amount by up to 20%, or decrease the contract total dollar amount by up to 100%.

SINGLE UNITS:

All toilets shall be portable, self-contained, single occupancy. Each unit shall be equipped with one urinal, one commode, one hand sanitizer unit, one toilet paper dispenser and roll of toilet paper, and inside door lock. Each unit must have a service log sticker in place. Units shall be empty and thoroughly cleaned on the interior and exterior when delivered. Estimated use of these units is anticipated to be between 40 units at one time. This is an estimate and the vendor should be prepared to meet demands as needed.

DELUXE SINGLE UNITS:

Deluxe portable toilet facility shall be self-contained, single-occupancy, and equipped with one flushable commode, sink with potable water, soap dispenser, one toilet paper dispenser and roll of toilet paper, and inside door lock. Each unit must have a service log sticker in place. Estimated use for the Monmouth County Fair is anticipated to be 1 unit.

DISABLED SINGLE UNIT:

Portable toilet facilities accessible for the disabled shall be in compliance with state ADA guidelines, self-contained, single-occupancy, and equipped with one commode, one hand sanitizer unit, one toilet paper dispenser and roll of toilet paper, and inside door lock. Each unit must have a service log sticker in place. The dimensions should be a minimum of 82”H x 1”W x 61”D, and must be equipped with assist bars fixed to the wall near one side of the toilet. The unit shall have no more than a ¾” threshold and minimum doorway width of 32 inches. Estimated use of these units is anticipated to be between 5 units at one time. This is an estimate and the vendor should be prepared to meet demands as needed.

LUXURY WHEELCHAIR- ACCESSIBLE TRAILER

Portable luxury toilet trailer with a minimum of one ADA unit and shall be equipped with a minimum of 3 women’s commodes, 1 men’s commode and 3 urinals. Capacity shall be for no less than 850 people per four hours. Estimated use for Monmouth County Fair is anticipated to be 1 unit.

MONMOUTH COUNTY FAIR SERVICING:

During the period of the Monmouth County Fair, any existing units in place at East Freehold Park Showgrounds shall be serviced on the same schedule as the additional portable toilets that are brought in by the contractor for the Fair. This schedule is as follows:

Wednesday	-----	one service call at 1:00 p.m.
Thursday	-----	one service call at 1:00 p.m.
Friday	-----	one service call at 7:00 a.m. to 8:00 a.m.
	-----	one service call at 4:00 p.m. to 5:00 p.m.
Saturday	-----	one service call at 7:00 a.m. to 8:00 a.m.
	-----	one service call at 4:00 p.m. to 5:00 p.m.
Sunday	-----	one service call at 7:00 a.m. to 8:00 a.m.

The vendor will be contacted by a Park System official in order to confirm dates and times of servicing under the terms of this contract. Certain conditions during the Fair may require these dates and times be adjusted – however in the absence of other direction from a Park System official the vendor should follow the schedule listed above.

For Item #5-6 on the proposal page, note that in the event of inclement weather, the Park System reserves the right to cancel cleanings within four-hour notice, and the unit price given shall be deducted from the bill.

PICK UP:

Pick up of all units shall be Monday after the closing of the Fair

PERIOD OF CONTRACT:

The contract period shall be January 1, 2021 through December 31, 2021. Should the contractor dispose of his business during the contract period, all obligations shall pass to the new owner, who shall be required to submit a proposal in accordance with the requirements of the contract.

This contract shall not bind, nor purport to bind, the Park System for any contractual commitment in excess of the original contract period. The Park System shall have the right, at its sole option, to extend the contract for 2 additional 1 year periods (2022-2023). In the event the Park System exercises such right, all terms, conditions, and provisions of the contract shall remain the same and apply during the renewal period.

METHOD OF AWARD:

The contract will be awarded on the basis of the lowest total price for Items #1-6 on the proposal page. Item #7 will not be considered for award purposes.

BIDDER'S CHECKLIST

BID #: 0004-21

(Owner's checkmarks)

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

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**A. FAILURE TO SUBMIT ANY OF THESE ITEMS WITH THE BID IS
MANDATORY CAUSE FOR REJECTION**

<u> X </u>	Proposal (Original)	_____
<u> X </u>	Bid Guarantee (bid bond or guaranteed funds-certified/cashier's check)	_____
<u> X </u>	Surety Certificate (Consent of Surety)	_____
<u> X </u>	Statement of Ownership	_____
<u> X </u>	Non-Collusion Affidavit	_____
<u> X </u>	Acknowledgement of Addenda or Revisions (if any)	_____
<u> X </u>	Disclosure of Energy Sector Investment Activities in Iran	_____

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

<u> X </u>	Copy of NJ Business Registration Certificate for the bidder and subcontractors (if any)	_____
<u> X </u>	EEO/Affirmative Action Certificate	_____
<u> X </u>	References / List of previous and/or active relevant work	_____

THE UNDERSIGNED BIDDER HERewith SUBMITS THE ABOVE REQUIRED DOCUMENTS:

PRINT NAME OF BIDDER: _____

SIGNED BY: _____

PRINT NAME AND TITLE: _____

DATE: _____

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

SUBMITTED BY: _____
(Company Name)

PROPOSAL 1

**FURNISHING, DELIVERY AND SERVICING OF *PORTABLE TOILET*
RENTAL SERVICES TO THE MONMOUTH COUNTY BOARD OF
RECREATION COMMISSIONERS, LINCROFT, NJ 07738**

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

	UNIT PRICE	UNIT PRICE	WEIGHTED TOTAL - FOR PURPOSES OF AWARD
1. SINGLE RENTAL		\$ _____ x .40 =	\$ _____
Average replacement cost per unit	\$ _____		
Average replacement cost per front panel	\$ _____		
Average replacement cost per side panel	\$ _____		
Average replacement cost per back panel	\$ _____		
(Please to include all labor to repair damaged units)			
2. DELUXE SINGLE UNIT RENTAL		\$ _____ x .05 =	\$ _____
Average replacement cost per unit	\$ _____		
Average replacement cost per front panel	\$ _____		
Average replacement cost per side panel	\$ _____		
Average replacement cost per back panel	\$ _____		
(Please to include all labor to repair damaged units)			
3. DISABLED UNIT RENTAL		\$ _____ x .30 =	\$ _____
Average replacement cost per unit	\$ _____		
Average replacement cost per front panel	\$ _____		
Average replacement cost per side panel	\$ _____		
Average replacement cost per back panel	\$ _____		
(Please to include all labor to repair damaged units)			
4. ADDITIONAL SERVICE		\$ _____ x .20 =	\$ _____
(Cost per service per unit)			
5. MINIMUM CHARGE FOR SERVICE VISIT		\$ _____ x .05 =	\$ _____
(Per site)			
TOTAL WEIGHTED PRICE:			\$ _____

NOTE: Tax exempt #69-0200842.

VARIANCE IF ANY: _____

The undersigned is a partnership under the laws of the State, of _____
a corporation
an individual
having principal offices at _____

CONTRACTOR _____

PRINT NAME AND TITLE _____

SIGNATURE _____ DATE _____

ADDRESS _____

FEDERAL ID NO. OR SOCIAL SECURITY NO. _____

BUSINESS PHONE _____ FAX # _____

E-MAIL _____

WEB ADDRESS _____

SUBMITTED BY: _____
(Company Name)

PROPOSAL 2

**FURNISHING, DELIVERY AND SERVICING OF *PORTABLE TOILET*
RENTAL SERVICES FOR THE MONMOUTH COUNTY FAIR TO THE
MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS,
LINCROFT, NJ 07738**

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

COST	UNIT COST	TOTAL COST
1. UNIT RENTAL (Price per unit for duration of Fair)	\$ _____ x 40 units =	\$ _____
2. HANDICAPPED UNIT RENTAL (Price per unit for duration of Fair)	\$ _____ x 5 units =	\$ _____
3. DELUXE UNIT RENTAL (Price per unit for duration of Fair)	\$ _____ x 1 unit =	\$ _____
4. LUXURY WHEELCHAIR- ACCESSIBLE TRAILER (Price per unit for duration of Fair)	\$ _____ x 1 unit =	\$ _____
5. SERVICE FOR ITEM 1-3 (46 units x 7 services each=322 total)	\$ _____ x 322 services =	\$ _____
6. SERVICE FOR ITEM 4 (1 unit x 7 services = 7 services)	\$ _____ x 7 services =	\$ _____
TOTAL PRICE:		\$ _____
7. RESTROOM ATTENDANT (Price per hour for servicing of trailer)	\$ _____	\$ _____

NOTE: Tax exempt #69-0200842.

VARIANCE IF ANY: _____

The undersigned is a partnership under the laws of the State, of _____
a corporation
an individual
having principal offices at _____

CONTRACTOR _____
PRINT NAME AND TITLE _____

SIGNATURE _____ DATE _____
ADDRESS _____

FEDERAL ID NO. OR SOCIAL SECURITY NO. _____

BUSINESS PHONE _____ FAX # _____

E-MAIL _____

WEB ADDRESS _____

MODEL CONSENT OF SURETY

The Consent of Surety that is to be submitted with the Bid must be prepared, signed and issued by the Bidder's bonding company or other authorized surety. Two sample wordings for the required Consent of Surety which are acceptable to the Owner appear below.

It is understood and agreed that (*insert name of surety*) will become surety on the bond of (*insert name of Bidder*), the principal, for the Contract for the (*insert title of Bid*) if the principal is the successful Bidder. If the Contract is awarded to the principal (*insert name of surety*) will issue a Performance Bond and a Labor and Material Payment Bond, each of which shall be for 100% of the amount of the awarded Contract, or a combined Performance and Labor Material Payment Bond in the amount of 200% of the awarded Contract Sum, and will issue a Maintenance Bond for 100% of the Final Contract amount, as amended during construction, upon substantial completion of the Work, all as more fully specified by the Bidding Documents.

It is understood and agreed that (*insert name of surety*) will become surety on the bond of (*insert name of Bidder*), the principal, for the Contract for the (*insert title of Bid*) if the principal is the successful Bidder. If the Contract is awarded to the principal (*insert name of surety*) will issue all bonds that are required by the Bidding Documents.

CAUTION

REGARDING STATEMENT OF OWNERSHIP

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

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

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

STATEMENT OF OWNERSHIP

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

The CONTRACTOR is (check one):

- Partnership Corporation Sole Proprietorship Limited Liability Partnership
- Limited Liability Corporation Limited Partnership
- Subchapter S Corporation Other, Please List _____

I certify that:

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

OR

The list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the Contractor. However if a parent entity holding 10% or more is a publicly traded entity, then the Contractor in complying with N.J.S.A. 52:25-24.2 may submit the name and address of each publicly traded entity, and the name and address of each person holding 10% or more beneficial interest in the publicly traded entity as of the last annual filing with the Security Exchange Commission (SEC), or foreign equivalent.

Name: _____ Address: _____

Name: _____ Address: _____

Name: _____ Address: _____

Check here if additional sheets are attached.

NOTE: If an entity owns a 10% or greater interest in the Contractor, list all owners of 10% or greater interest for each such entity. Repeat the process of disclosure as necessary for each tier or level of ownership until the name and address of each individual person who owns a 10% or greater interest in each listed entity has been disclosed.

Publicly Traded Parent Company Disclosure:

Provide the Website (URL) providing the last annual Security Exchange Commission (SEC) filing, or foreign equivalent:

The requested information is available on the following page number(s) of the SEC, or foreign equivalent, filing:

CONTRACTOR _____

SIGNED BY: X _____

PRINT NAME & TITLE: _____

DATE: _____

(Corporate seal if a corporation)

NON-COLLUSION AFFIDAVIT

(N.J.S.A. 52:34-15)

STATE OF _____) ss:

COUNTY OF _____)

Re: **FURNISHING, DELIVERY AND SERVICING OF PORTABLE
TOILET RENTAL SERVICES (BID #0004-21)**

I, _____ (name)

of full age, being duly sworn according to law, on my oath depose and say:

I am the _____ (title)

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

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

Signed: X _____

Subscribed and sworn to

before me this _____ day

of _____, 20__.

Notary Public of

My commission expires _____, 20__.

MONMOUTH COUNTY PARK SYSTEM
805 NEWMAN SPRINGS ROAD
LINCROFT, NJ 07738
(732) 842-4000

ACKNOWLEDGMENT OF ADDENDA/CLARIFICATION

BIDDER acknowledges receipt of the following listed Addenda or Clarification that have been issued for this Project. BIDDER warrants that this Bid fully accounts for all requirements, terms and conditions of these Addenda or Clarification. (BIDDER must type or print acknowledged Addenda or Clarification numbers and dates --- OR check the box indicating that NO ADDENDA OR CLARIFICATIONS WERE RECEIVED.

Addenda or Clarification # _____ Date Received: _____

Addenda or Clarification # _____ Date Received: _____

Addenda or Clarification # _____ Date Received: _____

-OR-

NO ADDENDA OR CLARIFICATIONS WERE RECEIVED

Vendor Name: _____

PS/Bid #: _____

Signature: _____

Name (Please Print): _____

Title: _____

Date: _____

PLEASE SUBMIT THIS SHEET WITH YOUR BID PACKET

Monmouth County Park System, County of Monmouth, State of New Jersey
Division of Purchasing
DISCLOSURE OF ENERGY SECTOR INVESTMENT ACTIVITIES IN IRAN
New Jersey Public Law 2012, Chapter 25

Solicitation Number: Bid #0004-21 Bidder / Respondent: _____

Project Description: Furnishing, Delivery and Servicing of Portable Toilet Rental Services

PART 1 – CERTIFICATION – CHECK THE APPROPRIATE BOX:

A. I certify that neither the Bidder / Respondent nor any of the Bidder's / Respondent's parents, subsidiaries, or affiliates, as defined in C.52:32-56(e), is on the "Chapter 25 List" created and maintained by the New Jersey Department of the Treasury, as a person or entity engaging in the energy sector investment activities in Iran described in C.52:32-56(f). The Chapter 25 List may be found at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

OR

B. The Bidder / Respondent and/or one or more of its parents, subsidiaries or affiliates is a person or entity on the Chapter 25 List referred to above. A detailed and precise description of the relevant activities of the listed Bidder / Respondent and/or listed parents, subsidiaries or affiliates is provided in Part 2 below.

PART 2 – ADDITIONAL INFORMATION – COMPLETE PART 2 ONLY IF B. IN PART 1 IS CHECKED:

The following is an accurate and precise description of the energy sector investment activities in Iran of the Bidder / Respondent and/or listed parents, subsidiaries or affiliates, on the Chapter 25 List (attach additional pages as necessary to make full disclosure):

Name of Person(s) or Entity(ies) on the Chapter 25 List: _____

Relationship to Bidder / Respondent: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder / Respondent Contact Name: _____ Contact Phone Number: _____

Check here if additional pages are attached and state number of attached pages: _____ (Number of pages attached.)

CERTIFICATION FOR PART 1 AND, IF APPLICABLE, PART 2: I, being of full age, hereby certify that the foregoing information and any attachments hereto are to the best of my knowledge true and complete. I certify that I am authorized to execute this certification on behalf of the Respondent. I acknowledge that the County of Monmouth will rely on the information contained herein and thereby acknowledge that I and the Bidder / Respondent are under a continuing obligation from the date of this certification through the completion of any contracts with the County to notify the County in writing of any changes to the answers or information contained herein.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me is willfully false, I am subject to punishment and the Bidder / Respondent is subject to the penalties stated in C. 52:32-59 and C. 40A:11-2.1.

Full Name (Print) _____ Signature: _____

Title: _____ Date: _____

EXHIBIT A

MANDATORY ANTI-DISCRIMINATION IN EMPLOYMENT LANGUAGE

N.J.S.A. 10:2-1

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

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

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

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

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

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

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

(Revised 2/2017)

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE *N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)* *N.J.A.C. 17:27 et seq.*

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

(Revised 2/2017)

EXHIBIT C

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

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

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

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

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

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 **TITLE:**
NAME: _____
DATE: _____

REFERENCES

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

References:

1. Name of Project: _____

Address: _____

Description of Work: _____

Year Installed: _____

Name of Contact: _____

Phone Number of Contact: _____

2. Name of Project: _____

Address: _____

Description of Work: _____

Year Installed: _____

Name of Contact: _____

Phone Number of Contact: _____

3. Name of Project: _____

Address: _____

Description of Work: _____

Year Installed: _____

Name of Contact: _____

Phone Number of Contact: _____

4. Name of Project: _____

Address: _____

Description of Work: _____

Year Installed: _____

Name of Contact: _____

Phone Number of Contact: _____