

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

**FURNISHING OF BEACH CHAIR AND UMBRELLA RENTAL
CONCESSION AT SEVEN PRESIDENTS OCEANFRONT PARK**

BID NO: #0035-23

ADVERTISED: WEDNESDAY, JANUARY 25, 2023

BIDS DUE: THURSDAY, FEBRUARY 9, 2023, at 10:00AM

TO APPEAR IN PAPER: WEDNESDAY, JANUARY 25, 2023

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, Headquarters Building, Thompson Park, 805 Newman Springs Road, Lincroft, New Jersey 07738, until **10:00 a.m.**, prevailing time on **Thursday, February 9, 2023**, and then publicly read aloud for the following:

1. FURNISHING AND DELIVERY OF OFFICE SUPPLIES, COPY PAPER, & CONCESSION SUPPLIES (BID#0034-23)
2. FURNISHING OF BEACH CHAIR & UMBRELLA RENTAL CONCESSION (BID#0035-23)

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. **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 PO BOX 522 TRENTON, N.J. 08646-0222</small>
TAXPAYER NAME:	TRADE NAME:	
ADDRESS:	SEQUENCE NUMBER:	
EFFECTIVE DATE:	ISSUANCE DATE:	
 Acting Director New Jersey Division of Revenue		
<small>FORM-BRC(05-01) 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 OF BEACH CHAIR AND UMBRELLA RENTAL CONCESSION AT SEVEN PRESIDENTS OCEANFRONT PARK (BID #00035-23) 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.
- 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.

CONTRACT SAMPLE

“**Board**” means “Monmouth County Board of Recreation Commissioners.”

“**Contractor**” means *{Insert Name of Vendor}* the legal entity with which the Board has entered into this Agreement, and its permitted successors and assigns.

“**Agreement**” means this *{Insert Title of Contract}* Agreement between the Board and the Contractor, dated *{Insert Award Date}*, as the same may be amended or modified from time to time in accordance herewith.

“**County**” means the County of Monmouth, New Jersey

This “**Agreement**” entered into this *{XX}* day of *{Month}*, 2021 by the “**Board**”, a body politic, with offices located at 805 Newman Springs Road, Lincroft, New Jersey 07738, and the “**Contractor**” a corporation with offices at *{Insert Vendor Address}*

IT IS AGREED:

- 1) Contractor will construct *{Insert Bid Title, BID #0000-00, BID DATE: 0/00/21}*, ITEMS: *{Insert Agenda Award Wording exactly from Award Form, Spell out Dollar Amount}* (\$_____) all in accordance with the notice to bidders, plans, specifications and proposal, resolution awarding contract, and other bid documents, all of which are incorporated herein and made a part hereof as if set forth in full.
- 2) Books and Records. Contractor shall maintain all documentation related to products, transactions or services under this Agreement for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request as per *N.J.A.C 17:44-2.2*
- 3) Indemnification. Contractor agrees that it will protect, indemnify and hold harmless the County of Monmouth, its Board of Recreation Commissioners, the Monmouth County Board of Chosen Freeholders, Monmouth County Constitutional Officers (Sheriff, County Clerk, Prosecutor and Surrogate), and their respective employees, volunteers, and agents (together, the “County Indemnified Parties”), from and against (and pay the full amount of) all liabilities, obligations, delays, penalties, charges, taxes, fees and costs, deposits, actions, damages, claims, demands, judgments, losses, attorneys’ fees, expenses, and suits, and will defend the County Indemnified Parties in any suit, including appeals, for personal injury to, or death of, any person, or loss or damage to property, arising out of (1) actual or alleged negligence, intentional, or wrongful conduct of the Contractor or any of its officers, members, employees, agents, representatives, or subcontractors in connection with its obligations or rights under this Agreement, (2) actual or alleged Contractor breach, (3) actual or alleged performance or non-performance of the Contractor’s obligations under this Agreement, or (4) the Contractor’s actual or alleged failure to pay its workers, suppliers, or subcontractors for labor or materials provided to the Board. The Contractor’s indemnity obligations hereunder shall not be limited by any coverage exclusions or other provisions in any insurance policy maintained by the Contractor which is intended to respond to such events. The Contractor’s indemnification obligation shall not include claims that are finally determined to result from the sole negligence or willful misconduct of the Board.

A County Indemnified Party shall promptly notify the Contractor of the assertion of any claim against it for which it is entitled to be indemnified hereunder, shall give the Contractor the opportunity to defend such claim, and shall not settle the claim without the approval of the Contractor. The Contractor agrees that the County reserves its right to monitor and actively participate in the defense of any and all claims against the County, at its own expense, if, in its sole discretion, the County chooses to do so. These indemnification provisions are for the

protection of the County Indemnified Parties only and shall not establish, of themselves, any liability to third parties. The provisions of this subsection shall survive termination of this Agreement.

- 4) Counterparts. This Agreement may be fully executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement binding upon all parties, notwithstanding that all parties have not signed the same counterpart. Such executions may be transmitted to the parties electronically or by facsimile, and such electronic or facsimile execution shall have the same force and effect as an original signature.
- 5) Notices. Any notices that are provided pursuant to this Agreement shall be in writing (including facsimile and electronic transmissions) and mailed or transmitted or delivered as follows:

To the Board:

Monmouth County Board of Recreation Commissioners
805 Newman Springs Road
Lincroft, NJ 07738
Attn: James J. Truncer, Secretary-Director
Email: James.Truncer@co.monmouth.nj.us
Fax: 732-842-4162

with a copy to:

Michael P. Supko, Jr.
Special County Counsel
Archer & Greiner, P.C.
10 Highway 35
Red Bank, NJ 07701

To the Contractor:

XYZ Corp.
2 Main Street
Anytown, NJ 12345
Attn: Jane Doe, President
Email: jdoe@xyzcorp.com
Fax: 123-456-7890

Or to such other address or individual as any party may from time to time notify the other.

- 6) Multi-Year Contracts. If the contract period extends beyond the Board's current budget year, the Agreement shall be subject to the availability and appropriation annually of sufficient funds in any subsequent year(s).
- 7) No Discrimination. The Contractor agrees to comply with the Anti-Discrimination in Employment requirements of N.J.S.A. 10:2-1, set forth in Exhibit A attached hereto. The Contractor also agrees to comply with the Equal Employment Opportunity requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq., set forth in Exhibit B attached hereto. The Contractor also agrees to comply with the Americans with Disabilities Act requirements of 42 U.S.C. § 12101 et seq., set forth in Exhibit C attached hereto. The Contractor shall not discriminate nor permit discrimination by any of its officers, employees, agents, representatives,

or subcontractors against any person because of age, race, color, religion, national origin, sex, creed, religion, ancestry, marital status, affectional or sexual orientation, familial status, disability, nationality, gender identity or, with respect to otherwise qualified individuals, disability. The Contractor will take all actions reasonably necessary to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, national origin, sex, creed, religion, ancestry, marital status, affectional or sexual orientation, familial status, disability, nationality, gender identity or, with respect to otherwise qualified individuals, disability. Such action shall include, without limitation, recruitment, and recruitment advertising; layoff or termination; upgrading, demotion, transfer, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor shall impose these non-discrimination provisions by contract on all subcontractors hired to perform work related to this Agreement and shall take all reasonable actions necessary to enforce such provisions. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 8) New Jersey Business Registration. The Contractor has previously provided the Board with a copy of the Contractor's New Jersey Business Registration Certificate and that of any named subcontractor, verifying that the Contractor and subcontractors are properly registered with the New Jersey Department of the Treasury. The Contractor acknowledges that:

(i) N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) 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; 2) 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; 3) prior to receipt of final payment from a contracting agency, the contractor must submit to the contracting agency a complete and accurate list of all subcontractors or attest that none was used; 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all taxable sales of tangible personal property delivered into this State.

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

- 9) Annual Campaign Contribution Disclosure Requirements. Pursuant to N.J.S.A.19:44A-20.27, Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

- 10) Incorporation of Bid Specifications. The specific duties of the Contractor shall be as set forth in the Bid, Contract Documents which is incorporated in its entirety and made a part of this Agreement and attached hereto as Exhibit "XX". Should there occur a conflict between the description of the scope of work set forth in this Agreement and the Bid, this Agreement shall prevail.

The Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Agreement to comply with, all of the requirements of the Bid.

- 11) "Or Equal" Substitutions. Whenever these specifications identify a brand name, trade name or a manufacturer's name, this designation is used for classification or descriptive purposes only, and the bidder may substitute an equal product, subject to the approval of the Board.
- 12) Governing Law. This Agreement shall be governed by and construed in accordance with laws of the State of New Jersey.
- 13) Severability. In the event that a court of competent jurisdiction finds any term or clause in this Agreement to be invalid, unenforceable, or illegal, the same will not have an impact on other terms or clauses in the Agreement or the entire Agreement. Rather, such term or clause shall be regarded as stricken while the remainder of this Agreement shall continue to be in full effect. Such invalid, unenforceable, or illegal term or clause may be revised to the extent required to render the Agreement enforceable or valid, and the rights and responsibilities of the parties shall be interpreted and enforced accordingly, so as to preserve their agreement and intent to the fullest possible extent.
- 14) Compliance with Applicable Law. The Contractor shall, and shall cause all subcontractors to, perform in accordance with Applicable Law. The Contractor shall provide all notices, reports, and submissions required by Applicable Law. In the event that revisions in laws, rules, regulations, or other Applicable Law requires changes to the Contractor's performance under the Agreement, the Contractor shall comport with these updated requirements of Applicable Law.
- "Applicable Law" means any law, rule, regulation, requirement, guideline, action, determination, or order of, or legal entitlement issued or deemed to be issued by, any federal, state, or local agency, court or other governmental body having jurisdiction, applicable from time-to-time regarding any transaction or matter contemplated by this Agreement.
- 15) No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer on any person other than the parties hereto and their respective permitted successors and assigns hereunder any rights or remedies under or by reason of this Agreement.
- 16) No Waivers. No action of the Board or Contractor pursuant to this Agreement (including, but not limited to, any investigation or payment), and no failure to act, shall constitute a waiver by either party of the other party's obligation to comply with any term or provision of this Agreement. No course of dealing or delay by the Board or Contractor in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof or otherwise prejudice such party's rights, powers, and remedies.
- 17) No Consequential or Punitive Damages. In no event shall either party hereto be liable to the other or obligated in any manner to pay to the other any special, incidental, consequential, punitive, or similar damages (but not actual or direct damages) based upon claims arising out of or in connection with the performance or non-performance of its obligations or otherwise under this Agreement, whether such claims are based upon contract, tort, negligence, warranty or other legal

theory. The waiver of the foregoing damages applies only to disputes and claims as between the Board and the Contractor. Nothing in this paragraph shall limit the obligation of the Contractor to indemnify, defend and hold harmless the Board Indemnified Parties for any special, incidental, consequential, punitive, or similar damages payable to third parties resulting from any act or circumstance for which the Contractor is obligated to indemnify the County Indemnified Parties in accordance with and to the extent provided hereunder.

- 18) Forum for Litigation. It is the express intention of the parties that all legal actions and proceedings related to this Agreement or to any rights or any relationship between the parties arising therefrom shall be commenced before the Superior Court of New Jersey, venue in Monmouth County; provided, however, that when circumstances allow for federal jurisdiction (based on diversity of citizenship or otherwise), such legal actions and proceedings may be maintained in federal court having jurisdiction over the Board. The Contractor irrevocably consents to the jurisdiction of such courts in any such actions or proceedings, and the Contractor waives any objection it may have to the laying of the jurisdiction of any such action or proceeding.
- 19) Assignment. This Agreement is not assignable or transferrable to any party other than the Contractor without the express written permission of the Board, which may be withheld in the Board's sole discretion for any reason, or for no reason at all. This restriction includes changes in ownership of the Contractor that exceed fifty percent (50%) of the equity or other applicable interests held and disclosed at the time of entry into this Agreement. Any such approval given in one instance shall not relieve the assigning party of its obligation to obtain the prior written approval of the other party to any further assignment. The approval of any assignment shall not operate to release either party from any of its obligations under this Agreement unless the written approval specifically provides otherwise. Any assignment of this Agreement shall require the assignee to assume the performance of and observe all obligations, representations, and warranties of the assigning party under this Agreement.
- 20) Amendments. Neither this Agreement nor any provision hereof may be changed, modified, amended, or waived except by written agreement duly executed by both parties.
- 21) Drafting Responsibility. Neither party shall be held to a higher standard than the other party in the interpretation or enforcement of this Agreement as a whole or any portion hereof as a result of having assumed primary drafting responsibility of this Agreement.
- 22) Acceptance of Final Payment. Acceptance of the final payment by the Contractor shall be considered a release in full of all claims against the Board arising out of, or by reason of, the work performed, and materials furnished under the Agreement.
- 23) Set-Off. Should Contractor either refuse or neglect to perform the service which Contractor is required to perform in accordance with the terms of this Agreement, and if expense is incurred by the Board by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent the Board from pursuing any other remedy to which it may be entitled.
- 24) This Agreement may be terminated as follows:
 - a. If Contractor is required to be licensed in order to perform the services which are the subject of this Agreement, then this Agreement may be terminated by the Board in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

- b. If, through any cause, the Contractor, where applicable, shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Board shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Agreement, shall be forthwith delivered to the Board.
 - c. Bankruptcy or insolvency of the Contractor; sale of the business of the Contractor, or death or permanent disability of the Contractor in the event the Contractor is an individual.
 - d. Should the Board default in the performance of this Agreement or materially breach any of its provisions, which remain uncured after thirty (30) days after notice is given to the Board, the Contractor may terminate this Agreement, unless the Board is prevented from performing this Agreement by circumstances beyond its control. In that instance, any obligations owing by the Board to the Contractor shall be suspended without liability for the period during which the Board is so prevented.
 - e. Should the Board fail to pay Contractor all or any part of the compensation earned for services rendered within sixty (60) days after the date due, the Contractor may at its option, terminate this Agreement.
 - f. Notwithstanding the above, the Contractor, where applicable, shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of the Agreement by the Contractor, and the Board may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to the Board from the Contractor is determined.
 - g. Termination shall not operate to affect the validity of the indemnification provisions of this Agreement.
- 25) Insurance Coverage. The Contractor shall obtain, pay for, and maintain the insurance coverages listed in paragraphs (a) through (e) below with respect to performance of the Agreement. The Contractor shall be responsible for premiums, fees and other costs associated with obtaining and maintaining such required insurance, and the Board shall have no obligation to reimburse the Contractor therefor. The Board reserves the right to waive or modify the below requirements, if appropriate.
- (a) Statutory workers compensation insurance required to be held by any State or Federal law, including other states coverage, and employers liability coverage with limits of \$500,000 each accident, \$500,000 each employee and \$500,000 aggregate for disease;
 - (b) Commercial General Liability coverage for bodily injury, property damage, and personal injury liability of not less than \$1,000,000 combined single limit each occurrence or offense, and \$2,000,000 general aggregate. Coverage is to include premises and operations, independent contractors, and products and completed operations;
 - (c) Business Automobile Liability insurance including coverage for any owned, hired, or non-owned vehicle, with limits of not less than \$1,000,000 combined single limit, including an MCS 90 endorsement;
 - (d) Umbrella excess or excess liability insurance above the required commercial general, business automobile, and employers liability insurance in the amount of \$1,000,000 each occurrence and aggregate; and

Additional Insureds. The Contractor shall name the County of Monmouth, Monmouth County Board of Recreation Commissioners, and their respective officers, servants, and agents as additional insureds (the "Additional Insureds") on all insurance policies required pursuant to this Appendix A (other than paragraphs 1(a) and (c) hereof).

To the extent permitted by Applicable Law, and by the insurance policies, each party shall waive the subrogation rights of its various insurance carriers in favor of the other party.

Insurance Certificates. Insurance, and any renewals thereof, shall be evidenced by certificates of insurance issued or countersigned by a duly authorized representative of the issuer and delivered to the Board for its approval.

Notices. Each insurance policy shall be endorsed to require 45 days written notice to the Board of cancellation, or intent not to renew by the insurance company.

Non-Recourse Provision. All insurance policies shall provide that the insurers shall have no recourse against the Additional Insured for payment of any premium or assessment and shall contain a severability of interest provision in regard to mutual coverage liability policies. The coverages provided by mutual coverage liability insurance policies required hereunder shall be the primary source of any restitution or other recovery for any injuries to or death of persons or loss or damage to property incurred as a result of an action or inaction of the Contractor or its subcontractors, of their respective suppliers, employees, agents, representatives, or invitees, that fall within these coverages and also within the coverages of any liability insurance or self-insurance program maintained by the Board.

Subcontractors. The Contractor shall be responsible for ensuring that all subcontractors that are providing contract services secure and maintain all insurance coverages (including workers' compensation insurance) and other financial sureties required by New Jersey law in connection with their presence and the performance of their duties at or concerning the providing of contract services.

Qualifications of Insurers. The Contractor is required to obtain the insurance set forth herein with insurance companies allowed to do business in the State of New Jersey, which maintain ratings of at least A- VII in the latest evaluation of the A.M. Best Contractor Reports.

26) Liquidated Damages. This Agreement provides for the payment of liquidated damages in certain circumstances of nonperformance, breach, and default. Each party agrees that the damaged party's actual damages in each such circumstance would be difficult or impossible to ascertain and that the liquidated damages provided for herein with respect to each such circumstance are intended to place the damaged party in the same economic position as it would have been in had the circumstance not occurred. Except as otherwise specifically provided herein, such liquidated damages shall constitute the only remedy in such circumstances by the nonperforming, breaching, or defaulting party, regardless of legal theory.

IN WITNESS WHEREOF, the parties have signed this agreement.

MONMOUTH COUNTY BOARD
OF RECREATION COMMISSIONERS

{VENDOR NAME}

BY: _____
Kevin Mandeville, Chairman

BY: _____

ATTEST:

James J. Truncer, Secretary-Director

ATTEST:

DATE: _____

DATE: _____

RESOLUTION NO: _____

PURCHASE ORDER NO: _____

**FURNISHING OF BEACH CHAIR AND UMBRELLA RENTAL CONCESSION AT
SEVEN PRESIDENTS OCEANFRONT PARK**

SCOPE:

- The Concessionaire shall be granted the exclusive right to rent beach chairs and umbrellas on an hourly and daily basis. The Concession shall be limited to no more than three areas provided by the Park System for concession purposes in spaces specifically designated throughout the beach.
- Storage and operating sheds/boxes will be provided by the Concessionaire.
- Concessionaire shall use the concession solely for the purpose set forth above and is prohibited from selling or permitting the sale of any other items or services.
- All general park rules and regulations regarding the use of park property shall be observed and enforced at all times.

LOCATION:

- Concessionaire will be permitted to rent beach chairs and umbrellas from designated and defined spaces within Seven Presidents Oceanfront Park. The exact locations will be determined after award.

PROPOSAL:

- The attached proposal must be submitted in order for the bidder to be considered. The Purchasing Committee reserves the right to accept or reject any or all proposals and to award in the manner deemed to be in the best interest of the agency.

PERIOD OF CONTRACT:

- The contract period shall be from May 27, 2023, through September 4, 2023.
 - Weekends only from May 27 through June 18: hours from 9:00am through 5:00pm; concessionaire has the option to operate 7 days a week but at minimum must be operating on weekends during the period specified. Concessionaire also has the option to extend hours at their discretion but may not begin before 8:00 am and must end by 6:30 pm.
 - Daily from June 19 through September 4: hours from 9:00 am through 5:00 pm; concessionaire has the option to extend these hours at their discretion but may not begin before 8:00 am and must end by 6:30 pm.
 - Any changes to this schedule must be authorized by the Park Manager of Seven Presidents Oceanfront Park.
- 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.

RESPONSIBILITIES OF THE CONCESSION VENDOR:

- Concessionaire shall, at their own expense, provide all equipment necessary to operate a beach chair and umbrella rental concession. This shall include but not be limited to: beach chairs, umbrellas, storage, payment and receipt facilities, and the ability to provide routine maintenance and sanitation for beach chairs and umbrellas.
- Concessionaire must abide by all applicable New Jersey State Laws and Regulations.

- Group use is not permitted.
- Concessionaire shall provide sufficient personnel to operate the concession during the hours of operation. Concessionaire must provide the necessary personnel and equipment to be able to respond to all situations involving rented beach chairs and umbrellas, and retrieval of rented beach chairs and umbrellas, etc. during all hours of rental operation. All umbrella rentals are to be staked by concession personnel only and never by their customers.
- Concessionaire shall exercise direct and personal supervision of the operation of the concession described in this agreement. Failure to exercise such supervision and/or the existence of any condition at the facility or in the operation of the concession as determined by the Park Manager shall be considered a violation of the terms and conditions of this agreement.
- Concessionaire shall pay any monies due under the terms of this agreement when due. Failure to pay any monies due under the terms of this agreement shall be considered to be a material breach in which event the Park System may terminate this agreement by written notice.
- Concessionaire is responsible to ensure that all garbage, recyclables, and litter generated by the concession is properly handled and disposed of. Disposal of all garbage, recyclables, and litter will be done by the Park System. Concessionaire will be responsible for the daily collection and bagging of garbage, recyclables, and litter and will remove same from concession and place it in designated area. Park System personnel will transport properly bagged garbage, recyclables, and litter to Park System garbage dumpsters.
- Concessionaire and their employees must not smoke within the boundaries of Seven Presidents Oceanfront Park, including the beach, boardwalk, or parking areas.

MAINTENANCE OF CONCESSION PREMISES:

- The Concessionaire shall preserve and maintain the concession area in a good and clean condition. It is understood that the Concessionaire is fully responsible for the maintenance of the concession area.
- The Park Manager, to ensure that these conditions are being met, shall regularly inspect the appearance and condition of the concession. If conditions are unacceptable the Concessionaire shall make all necessary improvements within 24 hours to render the area acceptable. If improvements are not made within 24 hours a notice in writing shall be sent to the Concessionaire and such an action may be grounds for terminating the contract.
- No physical alterations of the premises shall be permitted.

RECYCLING:

- Single Stream Recycling
 - The Monmouth County Park System has contracted with an outside company to provide the Park System with single stream recycling services. Single stream recycling allows the mixing of materials that previously had to be separated. Now the following materials can be collected together, bagged, and disposed of in a single stream container.
 - #1 and #2 plastic and glass (clear, broken, and green). Food and drink containers.
 - Aluminum, steel, and tin food containers.
 - Items such as corrugated cardboard, chipboard, newspapers, brown paper bags and magazines.
 - Plastic bags and trash cannot be disposed of in the single stream contain

PRICING:

- Concessionaire shall be required to submit their rental fees in writing to the Park System 15 days prior to opening the concession. Fees shall be prominently displayed at all times and the signs shall be professional in appearance, neat, and made of durable weather-proof materials.
- Any changes to rental fees must be submitted to the Park System in writing.

UTILITIES:

- No utilities are available at these locations. No portable generators may be used by the vendor.

EQUIPMENT:

- Any concession vehicle and equipment must clearly and professionally display the company name and phone number of the business.
- The Park System reserves the right at any time to limit the number of beach chairs or umbrellas offered for public rental.
- All beach chairs and umbrellas must be provided by the vendor and be in proper working order to ensure the safety of the patrons.
- The vendor shall be capable of providing high quality beach chairs and umbrellas for a wide range of clientele. Umbrellas should be commercial quality with marine grade acrylic fabric, steel ribs, and wooden pole with pointed end for secure staking.
- All equipment to be rented or provided by the Concessionaire must be approved by the Park Manager prior to usage. All rental beach chairs and umbrellas must be marked and clearly identifiable.

LABOR:

- The Concessionaire shall and will be required to conform to the labor laws of the State of New Jersey and the various acts amendable and supplementary thereto.
- The Concessionaire shall not permit any agent or employee to remain in or upon the premises of the Park System occupied by the Concessionaire for any period of time longer than is normally necessary to secure the premises, perform minor clerical work, and necessary maintenance and janitorial services.
- The Concessionaire shall employ only competent and satisfactory workmen, and whenever the Park System shall notify the Concessionaire in writing that any person employed on the premises, in its opinion, is incompetent, disorderly, unsanitary, or otherwise unsatisfactory, such person shall be removed and shall not again be employed at the facilities of the Park System.

STAFF:

- All prospective workers shall be checked against the records at the New Jersey State Police Megan's Law website <http://www.state.nj.us/lps/njsp/info/regsexoffend.html> for New Jersey sex offenders and out of state residents should be checked against records at www.klaaskids.org listed under their perspective state.

- In accordance with Monmouth County Board of Chosen Freeholders Resolution 05-815 Prohibiting Certain Sexual Offenders from Using Monmouth County Facilities Where Children Commonly Gather:
 - Any applicant who allows any person over the age of 18 who has been convicted of any crime against a minor as listed in N.J.S.A. 2:C7-2, or convicted of a similar crime under statutes of any other state or nation, and who, as a result of said conviction, is required to register with proper authorities pursuant to N.J.S.A.

UNIFORMS:

- All employees, to include owners, operators, and laborers, shall be required at all times to wear a uniform identifying themselves as an employee of the Concessionaire. Uniforms are to consist of mandatory Concessionaire shirt and name tag. All employees are to be clean and neat in appearance while the Concessionaire is open for business.

TAXES:

- All taxes and assessment confirmed or unconfirmed, if any arising out of the use and occupancy of the premises hereunder, shall be paid by the Concessionaire. The Park System makes no representations regarding any such taxes or the tax status of this property.

ANNUAL REPORT:

- Concessionaire shall submit to the Park Manager no later than 30 days after the expiration of the contract, an Annual Financial Statement including the following: Total Gross Revenue; Cost of Sales; Operating Expenses; and Net Profit.

INSURANCE REQUIREMENTS:

- The Concessionaire shall maintain the following insurance coverage and provide the Park System a Certificate (ACORD[©]) 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, Monmouth County Board of Recreation Commissioners, and their respective officers, servants and agents must be named as additional insured on all policies except Worker’s Compensation.

SAVE HARMLESS PROVISION:

- The Concessionaire shall indemnify and save harmless the County of Monmouth, the Board of Recreation Commissioners, its officers, agents and employees from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the lessee his employees or agents under this concession agreement or resulting from the non-performance by the lessee or under this terms-agreement, of any of the covenants and provisions of this agreement herein before or herein after mentioned and such indemnity shall not be limited by reason or enumeration of any insurance coverage herein provided.

CLAIMS WAIVED:

- The Concessionaire waives any and all claims for compensation for any and all loss or damage including but not limited to spoilage of food or loss of patronage sustained by reason of any deficit, deficiency, vandalism or impairment of the water supply, sewer system, drainage system, electric service, kitchen equipment, refrigerator, freezer or other mechanical apparatus, or for any loss sustained, or resulting from fire, water, wind, civil commotion, or because of labor difficulty or for any repairs performed by the lessee's personnel or contracted for by the lessee; and the lessee expressly waives all rights, claims and demands and forever releases and discharges the Park system and its officers and agents, from any and all demands, claims, action arising from any of the causes aforesaid.

CONCESSION AREA:

- The Concessionaire shall preserve and maintain their concession area and any vehicles or equipment in a good and clean condition. It is understood that the Concessionaire is fully responsible for the maintenance of their concession area and any vehicles or equipment.
- The placement and content of any signs directing patrons to the concession area must be approved by the Park Manager. Signage should be generic, such as "Umbrella & Chair Rentals Ahead," and not include the name of the Concessionaire.
- The Park System, to ensure that these conditions are being met, shall continually inspect the appearance and condition of the concession area and any vehicles or equipment on a regular basis. If at routine inspection conditions are unacceptable, the Concessionaire shall make all necessary improvements within 24 hours to render the area acceptable. If improvements are not made within 24 hours a notice in writing shall be sent to the Concessionaire and such an action may be grounds for terminating the contract.
- No physical alterations of the premises can be made without requesting such alteration in writing and in return receiving expressed written consent from the Park System. Vehicles other than the primary concession vehicle must park in the employee parking area, except, temporarily, when delivering supplies.

BIDDERS QUALIFICATIONS AND EXPERIENCE:

- Bidder must demonstrate that he/she possesses the ability to operate the concession as specified. In order to qualify, the prospective bidder must have multiple years of supervision and management experience in the operation of a related concession.

PUBLIC USE:

- Concessionaire shall not be construed as to affect the privileges accorded to the public's use of the area or to restrain or prevent individual persons or groups of persons from bringing their own watercraft or other recreation equipment as normally permitted under Park System rules and regulations.

NO DISCRIMINATION:

- Concessionaire shall comply, in the performance of the Agreement, with all applicable state, federal, and local statutes, rules, and regulations relating to discrimination and affirmative action, including but not limited to N.J.S.A. 10:2-4, the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., and Title IV of the Civil Rights Act of 1984 9P.L. 88-352).
- Concessionaire shall not discriminate on the basis of age, national origin, race, creed, color, sexual orientation, or sex in the use of the Concession Premises by the public.

LICENSES AND PERMITS:

- It will be the responsibility of the Concessionaire at his/her expense to obtain all the necessary licensing and permits as required by the local municipality, county, and the State of New Jersey. A copy of all applicable permits and licenses including the New Jersey Sales Certificate must be accompanied with bid specification.

CLOSINGS:

- Any daily cancellations due to inclement weather shall be made only by the Park Manager. Unless such notice is given, the Concessionaire must remain open during the specified hours of this contract agreement.
- The Monmouth County Park System reserves the right to close the area, facility, or park at any time, when conditions exist that may cause safety concerns to the general public.
- The vendor shall not plead loss of income, nor claim damages, as a result of any closure of the area, facility, or park due to inclement weather, safety concerns, or other conditions.

INSPECTIONS:

- The Monmouth County Park System and its Agents or Representatives shall have the right to enter into and upon the concession area, or any part thereof, at all reasonable hours for the purpose of examining and inspection of equipment. The Concessionaire agrees to meet monthly with the Park Manager for the purpose of making a routine inspection of the equipment.

AUDIO/VIDEO DEVICES:

- Concessionaire is not permitted to possess or operate any Audio or Video devices within the Concessionaire area. i.e. Radio, TV, VCR, Tape or Disc player, etc.

ADVERTISING:

- All media advertising for this facility shall be done in good taste. For advertising purposes, Concessionaire must use the official name of park. The facility shall not be known by any other name.
- The concessionaire shall not use the Park System Logo.

RENT/PAYMENTS:

The bid submitted shall be on a fixed fee basis. Said fee shall be paid to the Monmouth County Park System on the following schedule.

Concessionaire to include at time of bid submittal, a payment in the amount of 10% of the bid with the remaining amount due to be paid in two equal payments on or before the first of each month of July and September.

The minimum bid that will be accepted shall be: \$2,500

Concessionaire shall pay without notice or demand, the rent herein.

The rent herein shall be payable to the Monmouth County Board of Recreation Commissioners at the Park System administrative offices as described:
Monmouth County Park System
805 Newman Springs Road, Lincroft, N.J. 07738
ATTN: Accounts Receivable

REQUIRED BID SUBMITTALS PREFERRED WITH BID, BUT MANDATORY PRIOR TO AWARD OF CONTRACT:

- Bidder must list experience in performing similar operations during the last several years.
- Bidder must submit the business registration certificate and the Certification to Prevent Certain Convicted Sexual Offenders
- Bidder must submit pictures of concession units to be brought into the park. Pictures are to be taken from all four sides of the exterior of the unit plus an interior shot showing equipment, etc.
- A letter from an insurance company stating that the insurance company will provide the Concessionaire with commercial liability and workmen's compensation insurance as required and indicated in the bid specification if the Concessionaire is awarded the contract.

METHOD OF AWARD:

- The lease agreement shall be awarded to the responsible bidder submitting the highest lump sum bid.
- Quality and appearance of concession vehicle and equipment as indicated in pictures accompanied with this proposal will be considered in this award.
- A bidder meeting all requirements as specified and substantiating the ability to perform under the terms and conditions of this contract shall be determined a responsible bidder.
- The Monmouth County Park System reserves the right to waive any informality in or to reject any or all bids if deemed in the best interest of the Park System.

BIDDER'S CHECKLIST

BID #: 0035-23

(Owner's checkmarks)



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



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

<u> X </u>	Proposal (Original)	_____
<u> X </u>	Statement of Ownership	_____
<u> X </u>	Non-Collusion Affidavit	_____
<u> X </u>	Acknowledgement of Addenda or Revisions (if any)	_____

**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	_____
<u> X </u>	Prohibited Russia-Belarus Activities & Iran Investment Activities	_____
<u> X </u>	Certification to Prevent Sexual Offenders Form	_____

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)

FURNISHING OF A BEACH CHAIR AND UMBRELLA RENTAL CONCESSION AT SEVEN PRESIDENTS OCEANFRONT PARK

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

The undersigned hereby declares that they have carefully examined the 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:

FOR THE PRIVILEGES LISTED IN THE AGREEMENT, THE CONCESSIONAIRE AGREES TO PAY TO THE MONMOUTH COUNTY PARK SYSTEM, BOARD OF RECREATION COMMISSIONERS, THE SUM OF:

\$ _____ (\$2,500 MINIMUM)

NOTE: N.J. TAX EXEMPTION NO: 69-0220842

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 _____

C A U T I O N

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)

**805 NEWMAN SPRINGS ROAD
LINCROFT, NJ 07738
(732) 842-4000**

ACKNOWLEDGMENT OF ADDENDA/CLARIFICATION

BIDDER acknowledges receipt of the following listed Addendum or Clarification that have been issued for this Project. BIDDER warrants that this Bid fully accounts for all requirements, terms and conditions of these Addendum or Clarification. (BIDDER must type or print acknowledged Addendum or Clarification numbers and dates --- This bid form does not need to be returned if no Addenda were issued.

Addendum or Clarification # _____ Date Received: _____
Addendum or Clarification # _____ Date Received: _____
Addendum or Clarification # _____ Date Received: _____

Vendor Name:

PS/Bid

#: _____

Signature:

Name (Please Print):

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 NAME: _____ **TITLE:** _____

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: _____

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the Board of Recreation Commissioners (Monmouth County Park System) is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Board of Recreation Commissioners to notify the Board of Recreation Commissioners in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Board of Recreation Commissioners and that the Board of Recreation Commissioners at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)		Title	
Signature		Date	

Certification to Prevent Certain Convicted Sexual Offenders
Monmouth County Park System

This certification is to be filled out by the applicant/ person entering into Vendor contract with the Monmouth County Park System.

The applicant is solely responsible for all that is contained herein.

Reference is made to N.J.S.A. 2C:7-23 Prohibitions Upon Sex Offender Participation in any Youth Serving Organization, which is incorporated herewith and made a part of this Certification (see attached):

I, _____, of full age, by way of certification in lieu of oath, deposes and says:

1. I am not a person who has been convicted, adjudicated delinquent or found not guilty by reason of insanity for the commission of a sex offense, as defined in subsection b. of section 2 of P.L.1994, c. 133 (N.J.S.A. 2C:7-2), or a similar crime under the statutes of any other state or nation, which involves a victim under 18 years of age.
2. I will not allow any person who has been convicted, adjudicated delinquent or found not guilty by reason of insanity for the commission of a sex offense, as defined in subsection b. of section 2 of [P.L.1994, c. 133 \(N.J.S.A. 2C:7-2\)](#), or a similar crime under the statutes of any other state or nation, which involves a victim under 18 years of age, to work at Monmouth County Park System facilities.
3. I understand that an “excluded sex offender,” as defined in [N.J.S.A. 2C:7-22](#), who holds a position or otherwise participates in a youth serving organization like the Monmouth County Park System, is guilty of a crime of the third degree. I further understand that one who knowingly hires, engages, or appoints an excluded sex offender to work at a youth serving organization like the Monmouth County Park System is guilty of a crime of the fourth degree.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Legal Name
(Please Print)

Legal Signature

Date: _____

(Note: All persons entering into contract with the Monmouth County Park System must check all potential workers through the New Jersey State Police Megan’s Law website at http://www.state.nj.us/lps/njsp/info/reg_sexoffend.html. For websites in other states, refer to www.klaaskids.org.