



Gerry P. Little, Director
John C. Bartlett, Jr., Deputy Director
John P. Kelly, Freeholder
James F. Lacey, Freeholder
Joseph H. Vicari, Freeholder

Joseph J. Harding, Director of Purchasing

**COUNTY OF OCEAN
ADMINISTRATION BUILDING
101 HOOPER AVENUE
TOMS RIVER, NEW JERSEY 08753**

BID

SPECIFICATIONS

FOR

***LEASING OF OFFICE SPACE FOR COIN-OPERATED VENDING
MACHINE SERVICES NO. III***

2006

Bid Category:
Miscellaneous Commodities and Services -18

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids for the furnishing and delivery of **LEASING OF OFFICE SPACE FOR COIN-OPERATED VENDING MACHINE SERVICES NO. III** for the County of Ocean, will be received by the Director of Purchasing of the County of Ocean at the Administration Building, 101 Hooper Avenue, Toms River, New Jersey, on Tuesday, **DECEMBER 12, 2006** at 11:00 A.M., prevailing time.

Specifications and form of proposal are on the **WEBSITE** or on file in the Department of Purchase, Room #224, Administration Building, 101 Hooper Avenue, Toms River, New Jersey and may be obtained upon request. Direct all inquiries to Joseph J. Harding, Director of Purchasing.

Bidders are required to comply with the requirements of P.L. 1975 C.127 (N.J.A.C. 17:27) regarding equal employment opportunities and with the requirements of P.L. 1977 C.33 regarding corporate and/or partnership ownership.

*Bid Portal Site – <http://webhost.co.ocean.nj.us/ocbidportal.nsf>

The right to reject any and all bids is reserved.

By order of the Board of Chosen Freeholders of the County of Ocean.

Signed: **GERRY P. LITTLE**
Director

JOSEPH J. HARDING
Director of Purchasing

INSTRUCTIONS TO BIDDERS

1. All Bids:

- ***WILL BE OPENED PUBLICLY IN THE ADMINISTRATION BUILDING, ROOM 119, 101 HOOPER AVENUE, TOMS RIVER, NEW JERSEY, COMMENCING AT 11:00 A.M., PREVAILING TIME ON THE DATE SPECIFIED IN THE NOTICE TO BIDDERS.***
- ***MUST BE ENCLOSED IN A SEALED ENVELOPE BEARING THE NAME AND ADDRESS OF THE BIDDER, THE NAME OF THE BID AND THE DATE OF BID OPENING ON THE OUTSIDE.***
- ***WHICH ARE TO BE HAND DELIVERED THE DAY OF THE OPENING MUST BE TAKEN AND PRESENTED TO THE DIRECTOR OF PURCHASING AT THE TIME THE BIDS ARE CALLED FOR.***
- ***WHICH ARE TO BE MAILED, SHALL BE MAILED TO THE:***

***CLERK OF THE BOARD OF FREEHOLDERS
101 HOOPER AVENUE-BID ROOM 328
P.O. BOX 2191
TOMS RIVER, NJ 08754-2191***

AND MUST BE RECEIVED PRIOR TO 10:30 A.M., PREVAILING TIME ON THE DATE ON WHICH THEY ARE TO BE OPENED.

- ***THE COUNTY WILL NOT BE RESPONSIBLE FOR LATE MAIL DELIVERIES AND NO BIDS WILL BE ACCEPTED IF RECEIVED AFTER THE TIME STIPULATED IN THE NOTICE TO BIDDERS.***

2. Bidders shall complete and sign all procedural documents:

- ***NON-COLLUSION AFFIDAVIT***
- ***AFFIRMATIVE ACTION***
- ***SIGNATURE PAGE INCLUDING "CONFLICT OF INTEREST" STATEMENT***
- ***CHAPTER 33 OF THE LAWS OF 1977***
- ***PRICE SCHEDULE***
- ***AGENTS MANUFACTURER'S CERTIFICATE (WHERE APPLICABLE)***
- ***ANY OTHER DOCUMENTS THAT MAY BE REQUIRED IN THE SPECIFICATIONS***

Failure to do so, may be cause for rejection. Each bid must be signed in ink or ballpoint pen by person authorized to do so.

3. The County reserves the right to reject any or all bids, or to waive any informalities in the bids, and unless otherwise specified by the bidder, to accept any item in the bid, should it be deemed in the best interest of the County to do so.

4. In case of default by the bidder or contractor, the County of Ocean may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

5. The bidder, if awarded a contract, agrees to protect, defend and save harmless the County against any damage for payment for the use of any patented material process, article or device 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 County from suits or actions of every nature and description brought against it, for, or on account of injuries or damages received or sustained by any party or parties by, or from any of the negligent acts of the contractor, his servants or agents.

6. The contractor shall maintain insurance to protect against all claims under Workmen's Compensation, Comprehensive General Liability and Automobile and shall be subject to approval for adequacy of protection as per the following limits:

Worker's Compensation

1. Limits according to Worker's compensation Laws of the State of New Jersey.
2. Contractor's Liability not less than \$100,000.

Comprehensive General Liability

1. Bodily Injury - \$500,000 per person; \$1,000,000 per occurrence.
2. Property Damage - \$1,000,000 per occurrence.

Comprehensive General Liability shall include the following:

1. Coverage for explosion, collapse or underground hazards.
2. Occurrence basis coverage.
3. Broad form property damage coverage.
4. Coverage for personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the insured.

Comprehensive Automobile Liability shall include the following:

Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

Liability arising out of the ownership, maintenance or use of any auto;

Auto non-ownership and hired car coverage.

Contractor's Worker's Compensation, Comprehensive General Liability and Comprehensive Automobile Liability arising out of subcontractor's operations shall be identical as that listed above.

Copies of each insurance certificate shall be furnished to the County when requested.

7. It is to be understood by the bidder that this bid is submitted on the basis of specifications prepared by the County and the fact that any bidder is not familiar with these specifications or conditions will not be accepted as an excuse.

8. NO BID SECURITY.

9. NO PERFORMANCE BOND

10. Bidders must use the proposal form furnished by the County when submitting their bid.

11. Chapter 33 and a copy of bidder's New Jersey Business Registration Certificate must be included with bid.

12. Insert prices for furnishing all of the material and/or labor described or required. Prices shall be net, including any charges for packing, crating, containers, etc. and all transportation charges fully prepaid by the contractor F.O.B. destination and placement at locations specified by the County. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the vendor's convenience when a single shipment is ordered.

13. Award of the contract shall be to the qualified bidder offering the highest sales commission payable quarterly to the County of Ocean and offering the bid proposal deemed to be in the best interest of Ocean County. Remittances are to be made to the County Treasurer, with a corresponding accounting statement attached.

14. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the OWNER of the extended totals shall govern.

15. Award will be made by Ocean County Board of Chosen Freeholders within sixty (60) days after receipt of bids.

16. Prevailing Wage & Labor Laws. The New Jersey Prevailing Wage Act (P.L. 1963, Chapter 150) and provisions of the State Labor Laws must be complied with by the successful bidder, if applicable.

17. Equal or Tie Bids. The County of Ocean reserves the right to award at their discretion to any one of the tie bidders.

18. The County of Ocean is exempt from any State sales tax or Federal excise tax.

19. For purpose of evaluation where an equivalent product is being furnished, bidder must indicate any variation to our specifications no matter how slight. If no variations are indicated, it will be construed that the bid fully complies with our specifications.

20. Quantities shown are approximate and the County reserves the right to decrease or omit quantities. The County also reserves the right to increase quantities to twenty (20) percent of the maximum quantities listed at the unit price bid.

21. The contract shall be in effect for three (3) years from date of award or until delivery is complete unless otherwise stated. The County reserves the right to extend the term of the contract pursuant to N.J.S.A. 40A:11-15.

22. Bids may be hand delivered or mailed per legal notice to bidders. In the case of mailed bids the County assumes no responsibility for bids received after the designated date and time and will return late bids to the bidder unopened.

23. Delivery shall be made upon receipt of a Purchase Order issued by the Ocean County Department of Purchase, upon which delivery locations and needed quantities shall be indicated.

24. "All contractors must comply with the provisions of New Jersey Statute Title 40A:11-18, when applicable."

25. This agreement shall not be assigned without the written consent of the County of Ocean.

26. The machines shall be installed by the contractor within thirty (30) days of the date of the executed contract. The County of Ocean will provide space for the machines at locations herein listed and will provide electrical facilities and electricity for operation of the machines at no cost to the contractor. All necessary supplies, repairs, maintenance, installation and delivery charges shall be the responsibility of the contractor. The County of Ocean will not assume any financial commitments, at any time, under the contract as stipulated herein and shall be saved harmless from any cost, expenses or liabilities incurred in the performance of the contract.

27. The successful bidder shall provide replenishment services for all installed vending machines at least once each week or more frequently, if necessary to prevent stockout of the items offered.

28. Bids shall be received in the form of an offer to pay a quarterly sales commission based on the amount of sales.

29. The successful vendor shall be required to furnish an insurance policy against any and all claims arising out of the operation of the vending installations or any act or omission of vendor, its agents, suppliers and employees. Coverage shall include fire and extended coverage insurance for the protection of the lessor and third persons against any loss or damage from such risks to the property of lessor and said third persons. The policy(s) shall be in form and content satisfactory to the Board of Chosen Freeholders and shall name the County of Ocean as one of the insured.

30. The Director of Purchasing will be informed in writing of any and all equipment changes by location and machine number with ten (10) days after said change.

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

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

Please see samples of acceptable Business Registration Certificates on next page.

32. The County has established a "**COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM**" pursuant to N.J.S.A. 40a:11-1 et seq...

The IDENTIFIER for this system is:
CK-02-OC

This system allows local government contracting entities located within the geographical boundaries of the County to purchase goods and services awarded as a result of this bid proposal if it is extended by the low bidder.

Goods and services must be made available without substitution or deviation from specifications, size, features, quality, price or availability as herein set forth. It is understood that orders, if any, will be placed directly by contracting units, subject to the overall terms of the contract to be awarded by the County of Ocean.

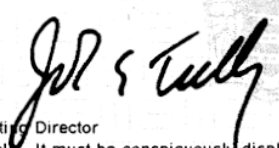
The estimated quantities listed in this specification reflect only the needs of the agencies under the direct control of the Ocean County Board of Chosen Freeholders. If the vendor chooses to extend the resulting contract to all other contracting units, the quantities could be higher.

Please check (v) the YES or NO box in the Proposal Page to indicate whether or not you will extend contract prices to all contracting units.

If neither box is checked, it will be understood that you will **NOT** extend prices.

33. **Pay to Play Requirements:** The Vendor/Contractor must file an annual political contribution disclosure statement with the New Jersey Election Law Enforcement Commission ("ELEC") pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the Vendor/Contractor receives contracts from public entities totaling in excess of \$50,000 in a calendar year. It is the Vendor's/Contractor's responsibility to determine if the filing of an ELEC disclosure statement is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us

34. For further information regarding the specifications contact: Mario A. Marano, Buyer, at (732) 929-2101.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME:	TRADE NAME:	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
ADDRESS:	ISSUANCE DATE:	
EFFECTIVE DATE:	 Acting Director	
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

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

FAILURE TO SUBMIT ONE OF THESE DOCUMENTS **WITH THE BID** WILL CAUSE YOUR BID TO BE REJECTED, REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE COUNTY OF OCEAN.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004

For Office Use Only:

20041014112823533

NON - COLLUSION AFFIDAVIT

STATE OF NEW JERSEY :

: ss

COUNTY OF :

I, _____ of
the City of _____ In the County of _____
and the State of _____, of full age, being duly sworn
according to law on my oath depose and say that:

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

I further warrant that no person or selling agency has been employed or retained to
solicit or secure such contract upon an agreement or understanding for a commission,
percentage, brokerage or contingent fee, except bona fide employees or bona fide established
commercial or selling agencies maintained by _____.
(N.J.S.A. 52:3415). (Name of Contractor)

(Also type or print name of affiant under signature)

Subscribed and sworn to
before me this _____
day of _____, 20____.

Notary Public of
My commission expires

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action 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 for the 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 or sex.

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

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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 AA302

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

NOTICE TO ALL CONTRACTORS

RE: AFFIRMATIVE ACTION REGULATIONS P.L. 1975 C. 127 (N.J.A.C. 17:27)

A. ACTIVITY OF YOUR COMPANY- Indicate below:

- ☐ Procurement and/or Service Company
☐ Professional Consultant
☐ Other _____

All Contractors, except Government Agencies, are required to comply with the above law.

B. TO ALL CONTRACTORS:

1. Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a Contractor should present one of the following to the County of Ocean:
 - (a) An existing federally approved or sanctioned affirmative action program.
 - (b) A New Jersey Certificate of Employee Information Report Approval.
 - (c) If the Contractor cannot present "a" or "b", the Contractor is required to submit a completed Employees Information Report (Form AA302). This form will be made available to the Contractor by the County of Ocean.

C. QUESTIONS BELOW MUST BE ANSWERED BY ALL CONTRACTORS:

1. Do you have a Federally approved or sanctioned Affirmative Action Program?
 Yes _____ No _____
 - (a) If yes, please submit a photocopy of such approval.
2. Do you have a State of New Jersey "Certificate of Employee Information Report" approval?
 Yes _____ No _____
 - (a) If yes, please submit a photocopy of such certificate.

The undersigned Contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, C. 127 and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____

SIGNATURE: _____

TITLE: _____

Note: A contract must be rejected as non-responsive if a contractor fails to comply with the requirements of P.L.1975, C. 127. (N.J.A.C. 17:27)

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities

The CONTRACTOR and the COUNTY do hereby agree that the provisions of title II 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 thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the COUNTY 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 COUNTY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect and save harmless the COUNTY, 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 COUNTY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the COUNTY which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the COUNTY or if the COUNTY 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 COUNTY 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 COUNTY or any of its agents, servants and employees, the COUNTY shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the COUNTY or its representatives.

It is expressly agreed and understood that any approval by the COUNTY 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 COUNTY pursuant to this paragraph.

It is further agreed and understood that the COUNTY 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 provision 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 COUNTY from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

The County of Ocean does not discriminate on the basis of handicapped status in the admission or access to, or treatment, or employment in its programs or activities.

The County of Ocean shall allow access to any books, documents, papers and records of the contractor, which are directly pertinent to that specific contract.

Compliance is required with all applicable standards, orders, or requirements issued under 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency Regulations (40 CRF, Part 15) which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.

"The County of Ocean considers it to be a substantial conflict of interest for any company desiring to do business with the County to be owned, operated or managed by any County employee, nor shall any County personnel be employed by the vendor in conjunction with any work to be performed for or on behalf of the County of Ocean".

I HEREBY CERTIFY COMPLIANCE WITH THE FOREGOING.

Partnership
The undersigned is a Corporation under the law of the State
Individual
of _____, having principal offices
at _____.

NAME OF COMPANY, CORPORATION OR INDIVIDUAL
- PLEASE PRINT -

SIGNED BY: _____

PRINT NAME AND OFFICIAL TITLE

ADDRESS: _____

INCLUDE ZIP CODE

TELEPHONE: _____

E-MAIL ADDRESS _____

FEDERAL IDENTIFICATION NO. _____

STATEMENT SETTING FORTH THE NAMES AND ADDRESSES OF STOCKHOLDERS OR PARTNERS
OWNING MORE THAN 10% OF _____

(NAME OF ORGANIZATION)

IN COMPLIANCE WITH CHAPTER 33 OF THE LAWS OF 1977.

The following constitute the names and addresses of all stockholders in the corporation if the corporation is a bidder, or partners if the bidder is a partnership who own 10% or more of the corporate stock of the bidder of any class or of all individual partners in the partnership who own 10% or greater interest therein.

In the event no stockholder or partner owns 10% or greater, please so indicate at the appropriate space on this form.

If one or more such stockholder or partner is itself a corporation or is a partnership, the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership are as follows:

		PERCENTAGE OF OWNERSHIP
NAME _____	ADDRESS _____	
	_____	_____
NAME _____	ADDRESS _____	
	_____	_____
NAME _____	ADDRESS _____	
	_____	_____
NAME _____	ADDRESS _____	
	_____	_____
NAME _____	ADDRESS _____	
	_____	_____
NAME _____	ADDRESS _____	
	_____	_____

IF NO STOCKHOLDER OR PARTNER OWNS 10% OR MORE OF THE CORPORATE STOCK OR OWNERSHIP OF THE BIDDER, CHECK HERE _____

I certify that the foregoing information is correct.

Signature of Secretary or Partner

Print Name and Title

of _____
Corporation or Partnership

THIS FORM MUST BE COMPLETED AND SIGNED

CONTRACTORS DATA SHEET

As evidence of the bidders qualifications, he shall complete and submit with this bid proposal, the "Contractor Data" Sheet information.

THE COUNTY OF OCEAN RESERVES THE RIGHT TO REQUEST VENDORS TO EXPLAIN THE METHOD USED TO ARRIVE AT ANY OR ALL FIGURES IN THEIR BID.

The number of years your firm has been performing these services _____.

How many personnel will be available to work in this contract _____.

Name(s) of supervisor(s) to be assigned to work on this contract. Please include how long these individuals have worked for your firm.

Name _____ Name _____

Years Employed by Firm _____ Years Employed by Firm _____

Locations of bidder's facility where bidder's equipment may be inspected:

Name _____

Address _____

Name(s) and phone number(s) of management personnel to be contacted if problems or emergencies occur:

Name _____

Phone Number _____

Name _____

Phone Number _____

Name of Insurance Company _____

Name of Insurance Representative _____

Please provide a list of institutions, industries and commercial buildings now under contract with your firm. Include the length of time each contract has been in force and the name of a person with phone number the County may contact for reference.

<u>CURRENT CLIENTS</u>	<u>LENGTH OF CONTRACT</u>	<u>NAME & PHONE # TO CONTACT</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

BIDDER _____

DATE _____

BID DOCUMENT CHECKLIST

Bid Title: LEASING OF OFFICE SPACE FOR COIN-OPERATED VENDING MACHINE SERVICES NO. III

<u>Items required</u> <u>with bid</u> ↓		<u>Items submitted</u> <u>(Bidder's INITIALS)</u> ↓
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**A. FAILURE TO SUBMIT ANY OF THESE DOCUMENTS IS
MANDATORY CAUSE FOR REJECTION OF BID.**

_____	Bid guarantee (bid bond or certified/cashier's check)	_____
_____	Certificate from a surety company (Consent of Surety)	_____
<u>X</u>	Statement of ownership (Chapter 33 of the Laws of 1977)	_____
_____	List of designated subcontractors	_____
<u>X</u>	Acknowledgment of receipt of addenda or revisions (if issued)	_____
<u>X</u>	Copy of Bidder's New Jersey Business Registration Certificate	_____

**B. FAILURE TO SUBMIT ANY OF THESE DOCUMENTS
MAY BE CAUSE FOR REJECTION OF BID.**

<u>X</u>	Affirmative Action questionnaire	_____
<u>X</u>	Non-collusion affidavit	_____
<u>X</u>	Price list	_____
_____	Product samples	_____
_____	References	_____
_____	Certified financial statement	_____
_____	Certification of available equipment	_____
<u>X</u>	Signature Page	_____
<u>X</u>	Other: Contractor Data Sheet	_____

C. DOCUMENTS THAT MAY BE INCLUDED WITH THE BID

_____	Copy of Bidder's & Named Contractor's Public Works Contractor Registration Certificate(s)	_____
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**D. 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.**

COUNTY OF OCEAN

ADDENDUM NO: _____

ADDENDUM NO: _____

ADDENDUM NO: _____

ACKNOWLEDGMENT

PROJECT ENTITLED: _____

Acknowledgment is hereby made of the receipt of Addendum No. _____ containing information for the above referenced project.

BIDDER: _____

BY: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

NOTE:

WHEN AN ADDENDUM IS ISSUED, THIS ACKNOWLEDGMENT MUST BE ATTACHED TO THE FRONT OF THE PROPOSAL AT THE TIME OF BIDDING. FAILURE TO DO SO WILL RESULT IN BID REJECTION.

LEASING OF OFFICE SPACE FOR COIN-OPERATED VENDING MACHINE SERVICES NO. III

INTENT

The purpose of this bid package is to provide the County of Ocean with a Contractor who will provide, install, service and maintain coin-operated vending machines to the various Ocean County departments.

NO ASSIGNMENT

This agreement shall not be assigned without the written consent of the County of Ocean which consent shall not be unreasonably withheld. Assignee shall promptly prepare and complete such documents as the County shall require.

OWNERSHIP DISCLOSURE

All contractors shall comply with all laws governing the disclosure of all stockholders or partners, as included in N.J.P.L. 1977, Chapter 33.

BID REVIEW

Bids may be reviewed once the bid meeting has concluded. Additionally, bid results are available in the Ocean County Purchasing Department on the day following the openings for any interested party that may wish to review them.

Requests for bid tabulations by mail will not be honored. In person requests for copies of bid results will follow the County policy for copies.

EVALUATION

The quality of the equipment supplied, their conformity with the specifications, their suitability to requirements, delivery terms, guaranty clauses, price of the materials shall all be taken into consideration. Where equivalent equipment is offered, the County will determine if the proposed item is equal or better than that specified.

INFORMALITIES

Ocean County reserves the right to reject any or all bids, to waive any informality in bid, to accept in whole or in part such bid or bids as may be deemed in the best interest of Ocean County.

TRANSITIONAL PERIOD

In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or The County of Ocean, the Contractor shall continue all terms and conditions of said contract for a period not to exceed thirty (30) days at the County's request.

PERFORMANCE REQUIREMENTS

1. The machines shall be new in appearance and in A-1 operating condition.
2. The successful bidder will be required to provide repairs and/or maintenance services to equipment within twenty-four (24) hours of the request for such service.
3. Repeated failures of the equipment resulting in down time in excess of twenty-four (24) hours may require the contractor to replace the faulty equipment with new machines upon the request of the County of Ocean.
4. Failure of the contractor to comply with the above provisions will be cause for rescission of the contract.

LOCATION OF VENDING MACHINES

Bidders are encouraged to visit the various locations listed prior to bidding and be familiar with the locations, machine and/or mix required and sales volume.

EQUIPMENT ADDITIONS AND/OR DELETIONS

The County of Ocean reserves the right to increase or decrease the number of vending machines at the contract rate, as conditions may warrant. The contractor shall remove his equipment at the end of the contract at his own expense.

CHANGE IN MENU

The contractor will be responsive to reasonable departmental requests for a change in the commodities offered for sale.

ACCOUNTABILITY

The County of Ocean reserves the right to approve the quality of merchandise for sale. The contractor or his agent will report to the location's supervisor before servicing the equipment, in order to meet the needs of the location.

UNIT SELLING PRICES

All proposed unit selling prices must be agreed to by the Director of Purchasing before installation. All future price changes shall follow the same procedure. A proposed price list shall be included with the bid.

PROPOSAL EVALUATION

Proposals shall be evaluated by the Ocean County Department of Purchase using the following criteria:

- A. Past experience of the bidding company in coin-operated vending machine contracts
- B. Qualified personnel to adequately maintain the equipment
- C. Sufficient responses for sound analysis
- D. Suitability of the bidder's analysis
- E. Unit price

CONTRACTOR'S DATA SHEET

As evidence of the bidder's qualifications, he shall complete and submit with the bid proposal the "Contractors Data Sheet". A minimum of two (2) years in business is a requirement of this contract.

QUARTERLY PAYMENTS

All checks shall be forwarded to the Ocean County Treasurer's Office with original corresponding accounting statement and copies of these documents to be sent simultaneously to the Ocean County Department of Purchase.

CONTRACT TERM

The contract shall be for a period of three (3) years commencing with the date of execution of the contract as authorized by N.J.S.A. 40A: 12-14.

SCHEDULE OF EQUIPMENT AND LOCATIONS**EQUIPMENT REQUIRED**

The following equipment will be required:

ITEM 1 – Candy and snack machines

ITEM II – Cold beverage machines (soda)

ITEM III – Hot beverage machine (coffee, tea, etc.)

ITEM IV – Juice machines

INSTALLATION LOCATIONS

	<u>ITEM I</u>	<u>ITEM II</u>	<u>ITEM III</u>	<u>ITEM IV</u>	<u>TOTAL</u>
CIU: Toms River		1			1
COUNTY CLERK:					
Ocean County Courthouse	1	1			2
Northern Resource Center, Lakewood	1	1			2
EMERGENCY MGMT.					
Miller Airpark: Berkeley		1		1	2
FIRE AND EMS TRAINING CTR.					
Waretown	1	1			2
HUMAN SERVICES, Bldg. 2 1027 Hooper Ave, Toms River		1			1
JUVENILE DETENTION Toms River	1	1			2
POLICE ACADEMY: Lakewood	1	1		1	3
ROAD DEPARTMENT					
Jackson Garage	1	1	1	1	4
Toms River Garage, Chestnut St.	1	1	1	1	4
Lacey Garage, Mule Road	1	1	1	1	4
Manahawkin Garage, Recovery Rd.	1	1	1	1	4
Lakewood Garage	1	1	1	1	4
Plumsted Garage, Rt. 528	1	1	1	1	4
Ship Bottom Garage, 6 th & Barnegat	1	1	1	1	4
TRANSPORTATION					
Rt. 9, Toms River		1			1
TOTAL	12	16	7	9	44

Proposal for the furnishing and delivery of **LEASING OF OFFICE SPACE FOR COIN-OPERATED VENDING MACHINE SERVICE NO. III** for The County of Ocean.

To the Board of Chosen Freeholders of the County of Ocean.

Gentlemen:

VENDOR WILL EXTEND CONTRACT PRICES TO "COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM" PARTICIPANTS.

YES ☐ NO ☐

PRICE SCHEDULE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>% OF SALES</u>
1.	The undersigned, herewith agrees to lease office space for the installation, servicing and maintenance of Coin-operated Vending Machines at the following percentage of sales commission	_____ %

Bidding Company_____

By_____

Title_____

Phone_____

PLEASE INCLUDE DESCRIPTIVE LITERATURE WITH YOUR BID PACKAGE