COUNTY OF MONMOUTH
STATE OF NEW JERSEY
NOTICE OF REQUEST FOR PROPOSALS

PERFORM PRE-EMPLOYMENT MEDICAL EXAMINATIONS AND ADDITIONAL MEDICAL TESTING SERVICES FOR VARIOUS MONMOUTH COUNTY DEPARTMENTS FOR THE PERIOD JANUARY 1, 2027 THROUGH DECEMBER 31, 2027 AS A PROFESSIONAL SERVICE

RFP #P-26-2027

The County of Monmouth invites the submission of written proposals from Vendors (hereafter referred to as Consultants) to Perform Physical Examinations and Medical Testing Services for various Monmouth County Departments for the period January 1, 2027 through December 31, 2027.

Proposals must be delivered to the **Monmouth County Division of Purchasing, Hall of Records, 3rd Floor, 1 East Main St., Freehold, New Jersey 07728, by 10:30 a.m., on Thursday, November 5, 2026**, at which time the proposals will be opened and read in public, in the Commissioners Meeting Room, located on the 2nd Floor of the Hall of Records. Late proposals will not be accepted.

The Division of Purchasing will post any addenda to the RFP on this website. The Division of Purchasing will also endeavor to notify registered prospective Consultants of any such posting, but it will remain their responsibility to monitor the website for any addenda and to acknowledge receipt of the addenda in their proposals.

Proposals should be in a sealed envelope, labeled with the project name, project number and the name and address of the Consultant.

Questions concerning the Request for Proposals should be directed to Monmouth County Purchasing at ProposalQuestions@co.monmouth.nj.us no later than **noon on Thursday, October 29, 2026.**

The Consultant will be required to comply with the current requirements of *N.J.S.A.* 10:2-1 (Anti-Discrimination in Employment), *N.J.S.A.* 10:5-31 *et seq*. and *N.J.A.C.* 17:27 *et seq*. (Equal Employment Opportunity), 42 U.S.C. § 12101 *et seq*. (Americans with Disabilities Act), *N.J.S.A.* 52:32-44 *et seq*. (New Jersey Business Registration) and *N.J.S.A.* 52:15C-14(d) (*N.J.A.*C. 17:44-2.2) (Records Retention).

The County reserves the right to reject any and all proposals, as allowed by law.

By Order of the Monmouth County Board of County Commissioners.

THOMAS A. ARNONE, Director
TAMARA BROWN, Clerk of the Board
HELEN P. FIORE, Director of Purchasing

(Revised 4/2022)

PERFORM PRE-EMPLOYMENT MEDICAL EXAMINATIONS AND ADDITIONAL MEDICAL TESTING SERVICES FOR VARIOUS MONMOUTH COUNTY DEPARTMENTS FOR THE PERIOD JANUARY 1, 2027 THROUGH DECEMBER 31, 2027 AS A PROFESSIONAL SERVICE

RFP #P-26-2027

I. INTRODUCTION

The County of Monmouth wishes to solicit proposals for professional services to provide a broad range of pre-employment medical examinations and additional medical testing services for various Monmouth County Departments. It is the intent of these specifications to secure a Consultant that is established and capable of providing the following services for the County of Monmouth:

A. All complete medical examinations, including pre-employment, police academy, DOT certification/recertification examinations, annual examinations and exit examinations are to be performed only by a Board-Certified Physician.

B. All other additional medical tests not specified in Section A above, including screenings or examinations, may be performed by an appropriate healthcare provider with final review and assessment completed by a Board-Certified Physician.

C. PEOSHA Pre-Employment, Annual, and Exit Medical Examinations with Respirator Clearance for Hazmat Employees as per OSHA Regulations 29 Cfr 1910.120(F) and 1910.134 (E) are to be Performed by a Medical Examiner Board Certified in Occupational Health.

D. Consultant Qualifications:

1. The Consultant should have substantial experience in providing a broad range of occupational health related medical services for a large-scale private business or public entity.

2. The Consultant shall provide as part of the proposal a reference list of all current contracts that are substantially similar. The list shall include agency name, address, telephone number, contact person, brief description of services provided and start date of the contract.

3. The Consultant shall provide with the proposal a reference list of all prior contracts of similar services going back ten (10) years. The list shall include agency name, address, last known telephone number and contact person, brief description of service provided, start and end date, and reason for lost contract.

4. The Board-Certified Physician should have substantial experience in occupational health services. Please provide a copy of each proposed Physician's resume that will provide services under this contract.

II. MISCELLANEOUS REQUIRED SERVICES

A. A portal where applicants can schedule their appointments is very favorable. The County would need to have a way to authorize and confirm that the correct POPE and/or physical / testing has been selected.

B. The Consultant shall ensure that applicants have the ability to schedule appointments within two (2) business days of request. At no point shall the Consultant make an appointment directly with the candidate/employee.

C. The Consultant shall provide verbal results, when required within twenty-four (24) hours and written report/results within **three (3) business days** of service completion.

D. The Consultant shall provide all services within an appropriate office and/or clinic setting, with at least two (2) offices in Monmouth County, and one (1) centrally located to the Freehold area, and must adhere with B and C. Evening office and/or clinic hours and onsite County visits when necessary is very favorable.

E. In addition to standard forms utilized by the Consultant to record all results, the Consultant may be required to also complete other standardized County and state required forms at no additional charge.

F. The Consultant shall invoice Monmouth County Human Resources directly no less than monthly or within thirty (30) days of providing service.

G. The Consultant should make available to Monmouth County Human Resources, utilization reports of services rendered at a minimum, annually and/or quarterly as necessary.

H. The Consultant must provide upon request, required reports on drug and alcohol screening services rendered as part of pre-employment or other medical examinations as per the guidelines established by the FTA and FMCSA, for all CDL drivers.

I. The Consultant must provide The Federal Drug Testing Custody and Control Form to Monmouth County's designated Human Resources representative whenever a pre-employment or other medical examination is performed for a CDL driver, as per the guidelines established by the FTA and FMCSA. This form must be provided to Monmouth County regardless of whether or not the appropriate FTA and/or FMCSA box is checked on the authorization form if the CDL number is provided and the Consultant knows or should have known the candidate/employee is a CDL driver.

J. All confirmed positive drug tests on any CDL driver, regardless of when the test was taken, must be reported by the Consultant MRO assigned to Monmouth County into the FMCSA Clearinghouse.

K. Provide priority appointments for Hep B Vaccines the day after New Employee Orientations with availability beginning at 7:30 am (See attached New Employee Orientation Schedule – Attachment #1)

III. PROPOSAL DUE DATE

Proposals must be delivered to the **Monmouth County Division of Purchasing, Hall of Records, 3rd Floor, 1 East Main St., Freehold, NJ 07728, by 10:30 a.m., on Thursday, November 5, 2026** at which time the proposals will be opened and read in public, in the Commissioners Meeting Room, located on the 2nd Floor of the Hall of Records. Late proposals will not be accepted.

IV. QUESTIONS AND COMMENTS

All written questions and requests for clarifications shall be submitted no later than **noon, Thursday, October 29, 2026** to ProposalQuestions@co.monmouth.nj.us. Correspondence received prior to such date will be considered. The County of Monmouth may, but shall not be obligated to, respond to such questions. Any responses to questions may be issued in the form of a clarification or an addendum to this RFP.

RFP #P-26-2027

PRE-EMPLOYMENT MEDICAL AND ADDITIONAL MEDICAL TESTING SERVICES FOR VARIOUS MONMOUTH COUNTY DEPARTMENTS
FOR THE PERIOD OF JANUARY 1, 2027 THROUGH DECEMBER 31, 2027

No.	Criteria	Weight	Points (1-5)	Maximum Total Points	Consultant Name:		Consultant Name:		Consultant Name:		Consultant Name:		Consultant Name:		Consultant Name:	
					Points	Total	Points	Total	Points	Total	Points	Total	Points	Total	Points	Total
1	QUALIFICATIONS/ EXPERIENCE OF FIRM	XX	1 TO 5	XXX												
2	UNDERSTANDING THE SCOPE OF WORK	XX	1 TO 5	XXX												
3	PRICE REASONABLENESS	XX	1 TO 5	XXX												
4	ABILITY TO PERFORM ALL SERVICES AS DESCRIBED IN RFP	XX	1 TO 5	XXX												
	TOTAL SCORE	XXX		XXX												

POINT LEGEND

1 - POOR

2 - FAIR

3 - SATISFACTORY

4 - GOOD

5 - EXCELLENT

EVALUATED BY: _____

AGENCY: _____

DATE: _____

County of Monmouth

REQUEST FOR BID

----- This Is Not An Order -----

RFB# P-26-2027

Monmouth County Purchasing
Hall of Records, 3rd Floor
1 East Main Street
Freehold, NJ 07728
(732) 431-7370 Fax (732) 431-7379

Contact: Theresa Aziz
732-431-7370 x7371

PERFORM PRE-EMPLOYMENT MEDICAL EXAMINATIONS AND ADDITIONAL MEDICAL TESTING SERVICES FOR VARIOUS MONMOUTH COUNTY DEPARTMENTS FOR THE PERIOD OF JANUARY 1, 2027 THROUGH DECEMBER 31, 2027

RFB must be received no later than:

For Delivery to: Human Resources/Personnel Department, Hall of Records
1 East Main Street, First Floor, Freehold, NJ 07728

Delivery Date: _____

ITEM#	DESCRIPTION	QUANTITY/UNIT	UNIT PRICE	TOTAL PRICE
1	MEDICAL EXAMINATION INCLUDING HEALTH HISTORY WITH OCCUPATIONAL FOCUS; VITALS, HEIGHT, WEIGHT, TEMP AND BLOOD PRESSURE; SNELLEN VISION	263 EACH		
2	MEDICAL EXAMINATION PER OSHA HAZWOPER STANDARD, INCLUDING OSHA RESPIRATOR QUESTIONNAIRE AND CLEARANCE, MEDICAL HISTORY WITH EMPHASIS ON SYMPTOMS RELATED TO HANDLING HAZARDOUS SUBSTANCES AND HEALTH HAZARDS; FITNESS FOR DUTY; SNELLEN VISION; SCRIPTS FOR SELF-ADMINISTRATION OF DUO NERVE AGENT AUTO INJECTORS	30 EACH		
3	DOT EXAM (W/CARD) PERFORMED ACCORDING TO DOT REGULATIONS; INCLUDES ISSUANCE OF MEDICAL CERTIFICATE NOTE: DOT EXAM INCLUDES THE FOLLOWING (6/20):DOT EXAM (W/CARD), INCLUDING HEALTH HISTORY WITH OCCUPATIONAL FOCUS; VITALS, HEIGHT, WEIGHT, TEMP AND BLOOD PRESSURE; SNELLEN VISION; FORCED WHISPER; EPWORTH SLEEPINESS SCALE; URINALYSIS	270 EACH		
4	AUDIOGRAM	330 EACH		
5	COMPREHENSIVE METABOLIC PANEL	234 EACH		
6	COMPLETE BLOOD COUNT	234 EACH		

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ITEM#	DESCRIPTION	QUANTITY/UNIT	UNIT PRICE	TOTAL PRICE
7	URINALYSIS	248 EACH		
8	CHEST X-RAY 2-VIEW	97 EACH		
9	CHEST X-RAY 2-VIEW (OPTIONAL FOR EMPLOYEES OVER 40 AT 5 YEAR INTERVALS); REQUIRED AT EXIT	64 EACH		
10	DRUG SCREEN 10-PANEL W/ MRO	249 EACH		
11	EKG	127 EACH		
12	EKG (OPTIONAL FOR EMPLOYEES OVER 40 AT 5 YEAR INTERVALS)	104 EACH		
13	PULMONARY FUNCTION TEST	234 EACH		
14	LIPID PANEL	234 EACH		
15	OSHA RESPIRATOR QUESTIONNAIRE & CLEARANCE	314 EACH		
16	ISHIHARA TESTING (COLOR VISION)	262 EACH		
17	DOT DRUG SCREEN 5-PANEL W/ MRO	143 EACH		

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ITEM#	DESCRIPTION	QUANTITY/UNIT	UNIT PRICE	TOTAL PRICE
18	PPD & READING	124 EACH		
19	PPD ONSITE READING (COST PER HOUR) $63.00/HOUR/TEAM MEMBER FOR ONSITE PPD RELATED SERVICES	10 HOUR(S)		
20	BLOOD GLUCOSE	63 EACH		
21	CARDIAC TREADMILL STRESS TEST (AGE 45 AND OVER IF MEDICALLY INDICATED)	16 EACH		
22	HEPATITIS B VACCINATION SERIES OF 3; COST PER SHOT	10 EACH		
23	HEPATITIS B ANTIBODY TITER	100 EACH		
24	URINE FOR CADMIUM	23 EACH		
25	URINE FOR HEAVY METAL SCREENING	8 EACH		
26	URINE FOR ARSENIC	23 EACH		
27	URINE FOR ZINC	23 EACH		
28	BLOOD TEST - LEAD LEVELS	15 EACH		

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ITEM#	DESCRIPTION	QUANTITY/UNIT	UNIT PRICE	TOTAL PRICE
29	RESPIRATOR PHYSICIAN EXAMINATION - IF INDICATED PER OSHA RESPQ REVIEW FOR CLEARANCE	11 EACH		
30	PULMONARY FUNCTION TEST - IF INDICATED PER OSHA RESPQ REVIEW FOR CLEARANCE	11 EACH		
31	CBC W/ DIFFERENTIAL - IF INDICATED PER OSHA RESPQ REVIEW FOR CLEARANCE	11 EACH		
32	CHEST X-RAY SINGLE - VIEW - IF INDICATED PER OSHA RESPQ REVIEW FOR CLEARANCE	10 EACH		
33	CHOLINESTERASE	8 EACH		
34	BIO-MONITORING MEASUREMENT OF SPECIFIC SUBSTANCES OR METABOLITES IN BLOOD OR URINE; TOTAL NOT TO EXCEED $1,000 (PRICING IS DEPENDENT OF TESTING REQUIRED)			
35	LYME ANTIBODY TEST	9 EACH		
36	CONFIRMATION TESTING FOR POSITIVE LYME ANTIBODY TEST	20 EACH		
37	INSTANT PREGNANCY TEST	4 EACH		
38	WEST NILE VIRUS ANTIBODIES	1 ONLY		
39	COVID-19 TEST (REQUIRED PRIOR TO CARDIAC STRESS TEST)	8 EACH		

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ITEM#	DESCRIPTION	QUANTITY/UNIT	UNIT PRICE	TOTAL PRICE
40	AUDIOGRAM - IF INDICATED PER DOT FORCED WHISPER TEST	50 EACH		
41	TUTMUS VISION TEST	50 EACH		
42	ADDITIONAL MISCELLANEOUS TESTS AND REVIEWS			
43	2-DOSE HEPATITIS B VACCINE -HEPATITIS B VACCINE #1 $140.00 -HEPATITIS B VACCINE #2 $140.00 (2ND DOSE TO BE ADMINISTERED ONE MONTH AFTER THE FIRST DOSE)	320 EACH		
44	POPE TEST WITH CAPACITY	100 EACH		
45	POPE TEST - STANDARD	50 EACH		
46	QFT BLOODWORK FOR TB	1 EACH		
47	URIC ACID	10 EACH		

TOTAL:

GENERAL CONDITIONS

1. The attached RFP should be used and fully completed.

2. The award of contract shall be by resolution of the Monmouth County Board of County Commissioners within sixty (60) days after receipt of proposal, unless otherwise extended at the request of the County with the consent of the Consultant.

3. The Consultant should indicate any variance to the specifications, terms and/or conditions. If variances are not shown in the RFP, the proposal will be evaluated based on full compliance with the specifications.

4. The County reserves the right to waive any informalities in the proposals.

5. The County of Monmouth is exempt from most Federal, State and Municipal excise, sales and other taxes.

6. The Consultant shall bill the County by submitting detailed invoices and certified vouchers to the County's Using Department(s). The County will make payment of amounts justly due and owing to the Consultant within sixty (60) days thereafter, unless a sooner payment is required under the New Jersey Prompt Payment Law (*N.J.S.A.* 2A:30A-1*, et seq.*).

7. In case of default by the Consultant, the County of Monmouth may procure the articles or services from other sources and hold the Consultant responsible for any excess cost occasioned thereby in addition to any other damages to the County of Monmouth.

8. The contract will contain the following provisions:

   a. For Claims arising out of the Consultant's professional services, the Consultant will indemnify and hold the County harmless from and against any and all Claims, including counsel fees and costs of suit, caused by the negligent performance or non-performance by the Consultant, its employees, agents or subconsultants.

   b. For all Claims other than those described in the subparagraph immediately above, the Consultant will indemnify and hold the County harmless for and from any and all losses, costs, damages, claims, suits and/or liabilities arising from any and all State or Federal actions of whatever kind, including Section 1983 claims, including counsel fees and costs of suit (collectively the "losses'), to which the County may be put by reason of any claim for damages of any kind to persons, business entities, or property due, in whole or in part, to the negligence or intentional acts of the Consultant.

   c. The Consultant will also indemnify and hold the County harmless for and from any and all losses to which the County may be put by reason of the Consultant's failure to pay its workers, suppliers, or subconsultants for labor or materials provided to the County.

d. The Consultant further 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, it chooses to do so.

e. For the purpose of subparagraphs a. through d. above, "County" shall include the County of Monmouth, its Board of County Commissioners, its Constitutional Officers (Sheriff, County Clerk, Prosecutor and Surrogate), and their respective employees, volunteers, and agents.

9. The Consultant shall maintain the following insurance coverage, and provide proof of same upon award of a contract, in a form and with a company satisfactory to the County:

A. Worker's Compensation and Employer Liability

Covering all the Consultant's employees engaged in the performance of the contract and in accordance with the requirements of the laws of the State of New Jersey, including a voluntary compensation/all States endorsement.

B. Commercial General Liability

For bodily injury and property damage, including coverage for: premises/operations; products/completed operations; broad form property damage; and independent consultants. Limits of not less than $1,000,000.00 for both bodily injury and property damage are required. A combined single limit of $1,000,000.00 is acceptable. The Consultant shall maintain completed operations insurance for at least two years after final contract payment.

C. Business Automobile Liability

For bodily injury and property damage with limits for not less than $1,000,000.00 per person or occurrence. A combined single limit or $1,000,000.00 is acceptable. Coverage should include hired and non-owned vehicles.

D. Professional Liability/Errors & Omissions Insurance

Coverage at limits of at least $1,000,000.00 each claim and $2,000,000.00 aggregate.

Note: The County reserves the right to waive or modify the above insurance requirements, if appropriate.

10. The documents required under heading A of the Proposal Checklist must be submitted with the proposal. The County shall set a deadline for the submission of any documents which are not submitted with the proposal and which are listed under the headings B and C on the Proposal Checklist. The County may in its discretion extend the deadline, upon request by the Consultant. If a document is not submitted by the deadline or the extended deadline, if any, the proposal will be rejected.

11. The Division of Purchasing will post any addenda to the RFP on this website. The Division of Purchasing will also endeavor to notify registered prospective Consultants of any such posting, but it will remain their responsibility to monitor the website for any addenda and to acknowledge receipt of the addenda in their proposals.

12. A properly completed Statement of Ownership must be provided with the proposal.

13. The Non-Collusion Affidavit must be completed and included with the proposal.

14. The County reserves the right to accept any one of equal or tie proposals in accordance with *N.J.S.A.* 40A:11-6.1(d).

15. Proposals may be hand delivered or mailed to the Monmouth County Division of Purchasing. The County assumes no responsibility for proposals received after the designated date and time and will return late proposals to the Consultant unopened.

16. Proposals should be enclosed in a sealed envelope bearing the name and address of the Consultant. THE NUMBER AND NAME OF THE RFP MUST BE DESIGNATED ON THE OUTSIDE OF THE ENVELOPE.

17. In order to comply with requirements of the Local Public Contracts Law, the County may cancel the contract whenever the dollar amount expended under the contract reaches or exceeds the initial total contract amount.

18. The successful Consultant will not assign or subcontract the work specified and covered under the terms of the contract or any part thereof, without the consent of the County, except for any subcontractors named in the RFP.

19. If the contract period extends beyond the County's current budget year, the contract shall be subject to the availability and appropriation annually of sufficient funds in any subsequent year(s).

20. The Certification of Non-Involvement in Prohibited Activities in Russia or Belarus and the Disclosure of Investment Activities in Iran should be completed and submitted prior to contract award.

21. The successful Consultant must comply with the attached requirements:

    (a) Mandatory Anti-Discrimination in Employment – Exhibit A

    (b) Equal Employment Opportunity – Exhibit B

    (c) American with Disabilities Act – Exhibit C

    (d) Business Registration – Exhibit D

22. **ADVISORY TO ALL CONSULTANTS**

Notice of "Pay to Play" Disclosure Requirement

P.L. 2005, Chapter 271, Section 3 Reporting (*N.J.S.A.* 19:44A – 20.27)

Any business entity that has received $50,000 or more cumulatively in contracts from New Jersey governmental entities in a calendar year is required to file an annual disclosure report with ELEC. These reports are due by March 31 following the year being reported. At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.

If you have any questions please contact ELEC at 1-888-313-ELEC (toll free in NJ) or 1-609-292-8700.

23. Persons who receive advertisements, proposal documents, revisions or addenda to advertisements or proposal documents from a secondary source, such as a bidding service, do so at their own risk as to the timeliness, completeness and accuracy of the information they receive. The County is not responsible for sending notices of revisions or addenda to advertisements or proposal documents to anyone who receives the advertisements or proposal documents from a secondary source and of whom the County is not aware.

24. Responses to the RFP will be rated based on the following criteria: overall education/experience/qualifications, understanding the scope of work, and price reasonableness. The Consultant should include documentation with their proposals to address the evaluation criteria. The County may ask Consultants to clarify their proposals as part of the evaluation process.

25. 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 Consultant.** If an on-call supply contract is cancelled or partially cancelled by the County under this provision, the Consultant 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 Consultant for the Consultant's reasonable overhead and profit related to such orders, but not for the overhead and profit associated with any other goods not called for by the County. Likewise, a service Consultant shall be entitled to payment for services duly requested by the County and rendered by the Consultant 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 the reasonable adjustment to cover the Consultant's actual increased costs, if any, in supplying the remaining goods or services.

26. The contract will contain the following provision: "The Consultant shall maintain all documentation related to products, transactions or services under this contract 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. (*N.J.A.C.* 17:44-2.2)"

27. American goods and products to be used where possible 40A:11-18. Each local unit shall provide, in the specifications for all contracts for county or municipal work or for work for which it will pay any part of the cost, or work which by contract or ordinance it will ultimately own and maintain, that only manufactured and farm products of the United States, wherever available, be used in such work.
L.1971,c.198,s.18,eff.July 1, 1971. Amended by L. 1982,c.107,s.1.

28. 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. S121 01 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, 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, 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, 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, employees and subcontractors for any claim which may arise out of their performance of the 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.

(Revised 1/2024)

PROPOSAL CHECKLIST

RFP NO.: P-26-2027

Items required with proposal (Owner's checkmarks) ⇓		Items submitted with proposal (Consultant's **INITIALS**) ⇓
	A. FAILURE TO SUBMIT ANY OF THESE ITEMS WITH THE PROPOSAL IS MANDATORY CAUSE FOR REJECTION	
_X_	Proposal (**unbound original**) (two add'l copies requested)	_____
_X_	Acknowledgment of receipt of addenda or revisions (if any)	_____
_X_	Statement of Ownership (Filled out completely and broken down)	_____
_X_	Non-Collusion Affidavit (Filled out completely)	_____
____	Other:	_____
	B. ITEMS PREFERRED WITH THE PROPOSAL, BUT MANDATORY AT THE TIME INDICATED	
_X_	Copy of the N.J. Business Registration Certificate or other acceptable proof of N.J. Business Registration for Consultant – prior to award of contract	_____
_X_	Copy of the N.J. Business Registration Certificate or other acceptable proof of N.J. Business Registration for proposed subconsultant(s) – prior to commencement of work, if applicable	_____
_X_	References – deadline set by the County, on notice to the Consultant	_____
_X_	Resume(s) – deadline set by the County, on notice to the Consultant	_____
_X_	Disclosure of Investment Activities in Iran	_____
_X_	Certificate of Non-involvement in Prohibited Activities in Russia or Belarus	_____
___	Other: – deadline set by the County, on notice to the Consultant	_____
	C. OPTIONAL ITEM	
_X_	Equal Employment Opportunity Questionnaire	_____

PRINT NAME OF CONSULTANT: _____

SIGNED BY: _____

PRINT NAME AND TITLE: _____

DATE: _____

COMPLETE & SUBMIT THIS CHECKLIST WITH THE PROPOSAL Rev. 1/2023

COUNTY OF MONMOUTH

ADDENDA ACKNOWLEDGMENT

PROJECT ENTITLED: _____

_____

Acknowledgment is hereby made of the receipt of the following addenda containing information for the above referenced project:

Addendum Number	**Dated**	**Initial to Acknowledge Receipt**
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

CONSULTANT: _____

BY: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

NOTE:

WHEN AN ADDENDUM IS ISSUED, THIS ACKNOWLEDGMENT MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL AT THE TIME OF RECEIPT. IF MORE THAN ONE ADDENDUM WAS ISSUED, EACH ADDENDUM MUST BE ACKNOWLEDGED AND REFLECTED ON THIS FORM.

(Revised 1/2018)

C A U T I O N

REGARDING STATEMENT OF OWNERSHIP

The enclosed Statement of Ownership form must be properly completed in accordance with the requirements of *N.J.S.A*. 52:25-24.2.

The disclosure of all beneficial owners who own ten (10) percent or more of any entity shall be provided in Part II and Part III of the following Statement of Ownership Form, and on additional sheets (if applicable), until all natural persons are identified, or it is otherwise disclosed that there is no further breakdown of beneficial owners greater than or equal to ten (10) percent.

For example, if your company "Company A" ("the VENDOR"), is entirely owned by "Company B", you must disclose the names and addresses of the owners of 10% or more of "Company B". Furthermore, if "Company C" owns 100% of "Company B", you must disclose the names and addresses of the owners of 10% or more of "Company C". You must continue this breakdown until ALL owners (i.e. natural persons) of 10% or more have been disclosed. Please refer to the Sample Scenarios page to better help you understand what is required for proper breakdown of ownership for Part II.

Please be advised that, for the purposes of completing this form, all "owners" shall be considered to be: individual persons, partnerships, limited partnerships, limited liability partnerships, limited liability companies, sub-chapter S-corporations, C-corporations, statutory trusts, business trusts or associations, real estate investment trusts, common-law trusts, national associations, or any other unincorporated business, whether organized under the laws of this State or under the laws of any other state or territory of the United States or the District of Columbia, the United States or any foreign country or other foreign jurisdiction pursuant to *N.J.S.A.* 52:25-24.2.

If ownership is not properly disclosed, your bid **must be rejected**, as required by *N.J.S.A*. 40A:11-23.2. **Mistakes cannot be cured after bids are received.**

Original 10/2024

STATEMENT OF OWNERSHIP

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

Part I – The VENDOR is (check one):

☐ Sole Proprietorship (skip Parts II and III, and execute certification in Part IV)	☐ Partnership
☐ For-Profit Corporation (any type)	☐ Limited Partnership
☐ Limited Liability Company (LLC)	☐ Limited Liability Partnership (LLP)
	☐ Other, Please List_____

Part II – The VENDOR certifies that (complete all that apply under OPTION 1 or OPTION 2)**:**

OPTION 1

☐ No one stockholder in the corporation owns 10% or more of its stock, of any class, or no individual partner in the partnership owns a 10% or greater interest therein, or no member in the limited liability company owns a 10% or greater interest therein **(SKIP TO PART IV - CERTIFICATION)**

OPTION 2

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, or of all members in the limited liability company who own 10% or greater interest therein.

PLEASE REVIEW THE CAUTION STATEMENT ON THE PRIOR PAGE BEFORE COMPLETING THIS PART – If VENDOR is owned (10% or more) by another business entity(ies), you must complete this breakdown of ownership for EACH business entity in VENDOR'S ownership structure until ALL owners (i.e. natural persons) of 10% or more have been disclosed. Attach additional sheets if necessary. If ownership is not properly disclosed, your bid must be rejected, as required by N.J.S.A. 40A:11-23.2. Mistakes cannot be cured after bids are received.

(COMPLETE THE LIST BELOW)

Name: _____ Address: _____

Name: _____ Address:_____

Name:_____ Address:_____

Name: _____ Address: _____

Name: _____ Address: _____

Name: _____ Address: _____

☐ Check here if additional sheets are attached. Refer to Sample Scenarios attachment.

Original 10/2024

STATEMENT OF OWNERSHIP (Continued)
(*N.J.S.A.* 52:25-24.2)

Part III – DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II
If VENDOR has a direct or indirect parent entity which is publicly traded, and any person that holds a 10% or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) and page numbers containing the last annual filing(s) with the federal SEC (or foreign equivalent) that clearly list such persons. **WEBSITE (URL) _____**

Part IV: CERTIFICATION
*** FAILURE TO SIGN "PART IV: CERTIFICATION" IS MANDATORY CAUSE FOR REJECTION EVEN IF ALL OWNERSHIP HAS BEEN PROPERLY DISCLOSED. PLEASE BE SURE TO SIGN THIS SECTION.** **By signing below, VENDOR certifies** that its ownership disclosure is complete as provided above and/or attached and no person or entity, **except for those (if any) already listed above or on any attached sheets,** owns a 10% or greater interest in the VENDOR or any listed entities. VENDOR NAME: _____ SIGNATURE: _____ PRINT NAME & TITLE: _____ DATE: _____

Original 10/2024

STATEMENT OF OWNERSHIP

SAMPLE SCENARIOS

In an effort to help you understand how to properly complete the Statement of Ownership, please review the sample scenarios below. Be advised, your ownership structure may not be represented in the samples below and it is the sole responsibility of you, the VENDOR, to accurately disclose any and all ownership information required by N.J.S.A 52:25-24.2.

SAMPLE SCENARIO 1:

Your Company "Company A" is wholly owned by "Company B". "Company B" is wholly owned by "Company C". "Company C" is wholly owned by "Company D". "Company D" is a publicly traded company on the XYZ Stock Exchange. No individual person or company owns a 10% or greater interest in "Company D".

Provide the following information regarding ownership in Part II & III of the Statement of Ownership form:

Company B
123 Main St.
Anytown, NJ 01000
*Company B wholly owns Company A

Company C
456 Center St.
Anycity, NY 02000
*Company C wholly owns Company B

Company D
SE-12345
Europe 21
*Company D wholly owns Company C

Link to Company D Annual Filings (as required by Part III of the Statement of Ownership)

SAMPLE SCENARIO 2:

"Your Company Name A" is wholly owned by "Company B". "Company B" is wholly owned by "Company C". "Company C" is wholly owned by Jane Doe (60% ownership) and John Smith (40% ownership).

Provide the following information regarding ownership in Part II of the Statement of Ownership form:

Company B
123 Main St.
Anytown, NJ 01000
*Company B wholly owns Company A

Company C
456 Center St.
Anycity, NY 02000
*Company C wholly owns Company B

Jane Doe
456 Center St.
Anycity, NY 02000
*Ms. Doe owns in excess of 10% of Company C

John Smith
456 Center St.
Anycity, NY 02000
* Mr. Smith owns in excess of 10% of Company C

Original 10/2024

SAMPLE

NON-COLLUSION AFFIDAVIT

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

NON-COLLUSION AFFIDAVIT The Affidavit shall be properly executed and submitted with the proposal.

STATE OF _____)

ss:

COUNTY OF _____)

Re: Perform Physical Examinations and Medical Testing Services for various Monmouth County Departments for the period January 1, 2027 through December 31, 2027

I, _____ (name of signer) of full age, on my oath depose and say:

I am the _____ (title)

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

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

Signed: X_____

(Revised 10/2024)

Disclosure of Investment Activities in Iran

Person or Entity	

Part 1: Certification

COMPLETE PART 1 BY CHECKING **EITHER BOX**.

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may 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.

☐	*I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited 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. I will skip Part 2 and sign and complete the Certification below.*
OR	
☐	*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.*

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activates in Iran below and, if more space is 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 County of Monmouth is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County of Monmouth to notify the County of Monmouth 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, and 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 County of Monmouth and that the County of Monmouth at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)		**Title**	
Signature		**Date**	

(Revised 2/2024)

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. and N.J.S.A.40A:11-2.2 (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a local contracting unit subject to the Local Public Contracts Law for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and 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.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify

(Check the Appropriate Box)

☐ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

_____

_____

_____

_____

_____

_____

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

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)

EQUAL EMPLOYMENT OPPORTUNITY

QUESTIONNAIRE ON

PROCUREMENT AND SERVICE CONTRACT

	YES OR NO
1. Our Company has a current federal affirmative action plan approval. If yes, please submit a copy of said approval.	_____
2. Our Company has a New Jersey State Certificate of Employee Information Report. If yes, please include copy.	_____
3. We do not have a current Federal Plan Approval or State Certificate. We will complete and file Form AA302 on line at www.state.nj.us/treasury/contract_compliance and provide a "filed" copy to the County.	_____

PLEASE NOTE:
ONE OF THE ABOVE MUST BE SUBMITTED IF YOU ARE THE SUCCESSFUL CONSULTANT AND RECEIVE THE AWARD. THIS IS REGARDLESS OF THE NUMBER OF EMPLOYEES YOU HAVE.

NAME:_____

SIGNATURE: X_____

TITLE:_____

DATE:_____

THIS FORM SHOULD BE COMPLETED, SIGNED AND RETURNED WITH YOUR PROPOSAL.

(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.

(Revised 2/2017)

EXHIBIT D

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.

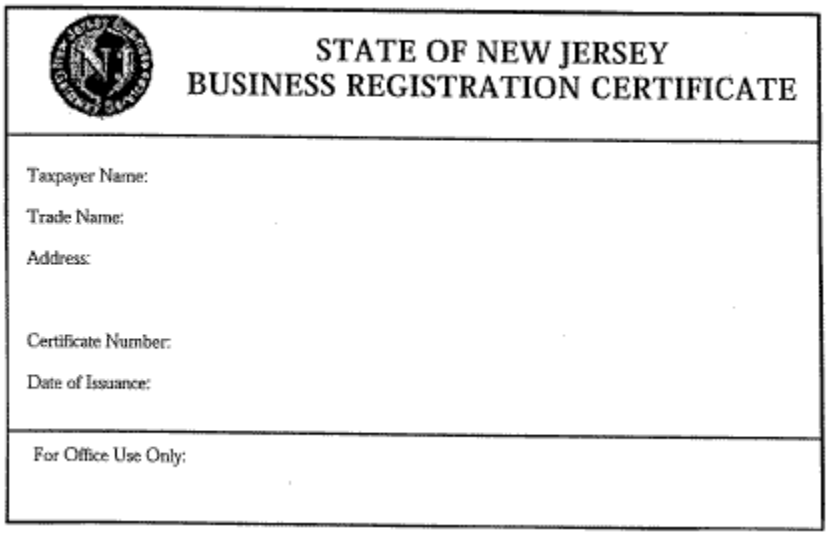
For the term of the contract, the contractor and each of its affiliates and each subcontractor and each of its affiliates (N.J.S.A. 52:32-44 (g) (3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the "Sales and Use Tax Act" (N.J.S.A. 54:32 B-1, 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 BUSINESS REGISTRATION CERTIFICATES.



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:

Trade Name:

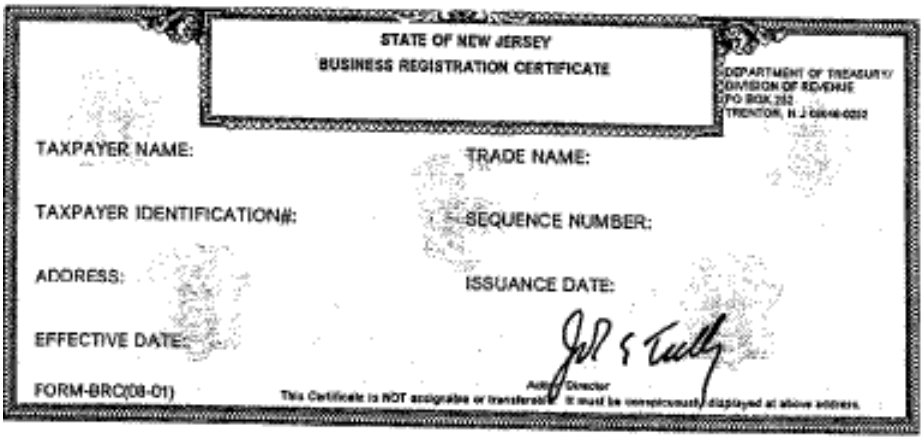
Address:

Certificate Number:

Date of Issuance:

For Office Use Only:

OR



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.

(Revised 5/2017)

SIGNATURE PAGE

P-26-2027

To the Monmouth County Board of County Commissioners:

THE UNDERSIGNED HEREBY DECLARES THAT
I (WE) HAVE CAREFULLY EXAMINED THE SPECIFICATIONS.
I (WE) HEREBY CERTIFY PRICES QUOTED ARE IN ACCORDANCE
WITH YOUR REQUIREMENTS.

Company Name: _____
(PRINT)

Preparer's Name: _____
(PRINT)

Signature: _____
(DATE)

Address: _____

_____

Telephone No.: _____

Fax No.: _____

E-Mail Address: _____
(This should be the email where Contracts would be sent)

Contact Person: _____

FEIN: _____
(Federal Employee ID)

BRC: _____
(Business Registration Certificate)

(Revised 2/2017)