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

FURNISHING AND DELIVERY OF GROUNDS AND TURF EQUIPMENT

BID NO:  #0046-17
ADVERTISED:  FRIDAY, APRIL 7, 2017
BIDS DUE:  TUESDAY, MAY 2, 2017 at 10:00AM
NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Monmouth County Board of Recreation Commissioners at the Monmouth County Park System HEADQUARTERS BUILDING, Thompson Park, 805 Newman Springs Road, Lincroft, New Jersey 07738, until 10:00 a.m., prevailing time on TUESDAY, MAY 2, 2017 and then publicly read aloud for the following:

1. FURNISHING AND DELIVERY OF GROUNDS AND TURF EQUIPMENT (BID #0046-17)

Bid Documents, including Instructions to Bidders, complete Plans and Specifications, and Proposal Forms may be obtained by qualified bidders on our website at www.monmouthcountyparks.com: “Doing Business with Us,” “Request for Bids” or at Monmouth County Park System, Headquarters, Thompson Park, 805 Newman Springs Road, Lincroft, New Jersey 07738 between the hours 8:00 a.m. and 4:30 p.m., Monday through Friday. If requested by potential bidders, the Monmouth County Park System will mail a bid packet to such bidders. The Monmouth County Park System only assumes the responsibility for email and/or fax notifications and for placing bid packet in the mail, and not for the proper and timely delivery of such notices or packets.

Bids must be submitted on the proposal form provided or an exact duplicate in the manner designated and required by the specifications. Bid submitted must be enclosed in sealed envelopes bearing the name and address of the bidder, the title of the bid, and the words “Sealed Bid.” Bids are to be addressed to the Purchasing Agent, Monmouth County Board of Recreation Commissioners, 805 Newman Springs Road, Lincroft, New Jersey 07738. Bids must be delivered at the place and before the hour mentioned above.

The Contractor will be required to comply with 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. and (New Jersey Business Registration) and all other laws and regulations that apply to bidding and the performance of the proposed contract.

The Monmouth County Board of Recreation Commissioners reserves the right to waive any informality in, or to reject any or all bids, and to award contracts in whole or in part, if deemed in the best interest of the Board to do so.

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

All inquiries are to be directed to the Purchasing Department at (732) 842-4000.

By order of the Board of Recreation Commissioners of the County of Monmouth.

Fred J. Rummel, Chairman
James J. Truncer, Secretary-Director
Stephanie Weise, Purchasing Agent
GENERAL CONDITIONS

1. All bidders must submit their proposals on the enclosed forms and must furnish all required information. FAILURE TO PROPERLY EXECUTE THESE FORMS MAY BE CAUSE FOR REJECTION OF THE BID.

2. The bid must be enclosed in two (2) sealed envelopes, one inside the other. The word “BID” must be written on both envelopes. The outside envelope must bear the title of the bid, the date of the bid opening, and the name and address of the bidder.

3. Included with this specification is a true copy of the contract that will be the formal contract to be executed by the successful bidder.

4. The quality of items to be furnished is as set forth in detail in the proposal.

5. Any brand names mentioned in the specification shall be deemed to include the words “or approved equal”, and bids submitted on other brands must include detailed information and specifications that may be used for the purpose of making comparisons.

6. All bidders must indicate any variation to the specifications, terms, and conditions, no matter how slight. If no variances are indicated, it will be defined to mean that the specification will be fully complied with.

7. Items of foreign origin must be so indicated. Your signature to the bid proposal will be taken as your certification that all manufactured articles and materials not so indicated, have been made or produced in the United States (40 A:11-18).

8. The bidder, if awarded a contract, agrees to protect, defend and save harmless the contracting unit against any damage for payment for the use of any patented material process, article or devise that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the contracting unit from suits or actions of every nature and description brought against it, for, or on account of any injuries or damages received or sustained by an party or parties by, or from any of the acts of the contractor, his servants or agents.

9. The Monmouth County Board of Recreation Commissioners reserves the right to reject any or all bids and to waive any minor defect or informality in any bid, should it be in the best interest of the Board to do so.

10. The Board of Recreation Commissioners has up to sixty (60) days to make the award. If addition time is required beyond sixty (60) days, the contracting unit may request permission to do so from any one of the three apparent lowest responsible bidders for an additional period of time to be agreed to by the contracting unit and bidders.

11. In the event that the bidder to whom the contract is awarded should fail to enter into a contract, the Board of Recreation Commissioners may, at its option, accept the proposal of the next lowest bidder.

12. Should the contractor fail to fulfill the terms of the contract within the specified time, the Board of Recreation Commissioners reserves the right to rescind the contract and secure the items or services elsewhere. The contractor is responsible for any additional cost incurred as a result of this action.

13. All items are to be delivered F.O.B. destination specified. The maximum of days allowable for delivery is indicated in the specification and must be adhered to.

14. The County of Monmouth and the Board of Recreation Commissioners are exempt from all Federal, State, and Municipal sales and excise taxes. The New Jersey Sales Tax Exemption Number is 69-0220842.
15. Following delivery, an invoice and a signed Monmouth County payment voucher must be submitted to the Board of Recreation Commissioners. Payment will be made upon approval of the voucher by the Monmouth County Board of Recreation Commissioners and the Monmouth County Board of Chosen Freeholders.

16. **MANDATORY BUSINESS REGISTRATION CERTIFICATE**

**NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS**

**NON-CONSTRUCTION**

All New Jersey and out of state business organizations must obtain a Business Registration Certificate (BRC) from the Department of Treasury, Division of Revenue, prior to conducting business in the State of New Jersey. Proof of valid business registration with the Division of Revenue, Department of Treasury, State of New Jersey, must be submitted. No contract will be awarded without proof of business registration with the Division of Revenue. The contract will contain provisions in compliance with N.J.S.A. 52:32-44, as amended, outlined below.

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor.

Before final payment of the contract is made by the contracting agency, the contractor shall submit an accurate list and proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

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

A business organization that fails to provide a copy of a registration as required pursuant to section 1 of P.L. 2001, c.134 (N.J.S.A. 52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (N.J.S.A. 5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25.00 for each day of violation, not to exceed $50,000.00 for each business registration copy not properly provided under a contract with a contracting agency.

Sample Business Registration Certificates are attached. Certain other forms, such as a Certificate of Authority to collect Sales and Use Taxes or a Certificate of Employee Information Report Approval, are **not** proof of business registration.

Any questions in this regard can be directed to the Division of Revenue at (609) 292-9292. Form NJ-REG can be filed online at: [http://www.state.nj.us/treasury/revenue/gettingregistered.shtml](http://www.state.nj.us/treasury/revenue/gettingregistered.shtml)
THESE ARE SAMPLES OF THE ONLY ACCEPTABLE N.J. BUSINESS REGISTRATION CERTIFICATES:

<table>
<thead>
<tr>
<th>STATE OF NEW JERSEY</th>
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<tbody>
<tr>
<td>BUSINESS REGISTRATION CERTIFICATE</td>
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<tr>
<td>Taxpayer Name:</td>
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<td>Trade Name:</td>
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<td>Address:</td>
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<td>Certificate Number:</td>
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<td>Effective Date:</td>
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<td>Date of Issuance:</td>
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<td>For Office Use Only:</td>
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</tbody>
</table>

OR

<table>
<thead>
<tr>
<th>STATE OF NEW JERSEY</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUSINESS REGISTRATION CERTIFICATE</td>
</tr>
<tr>
<td>TAXPAYER NAME:</td>
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<tr>
<td>TRADE NAME:</td>
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<tr>
<td>ADDRESS:</td>
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<td>SEQUENCE NUMBER:</td>
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<td>EFFECTIVE DATE:</td>
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<td>ISSUANCE DATE:</td>
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</tbody>
</table>

[Signature]

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

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

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

INTENT: It is the intent of this specification to describe and govern the FURNISHING AND DELIVERY OF GROUNDS AND TURF EQUIPMENT (BID #0046-17) hereafter, referred to as the items.

SCOPE: The bidder is to furnish and deliver any or all items as called for in the specifications as instructed by the Agency.

GENERAL: The items shall be new and of the latest design. The items shall be furnished complete in every detail and ready for use when delivered to the Agency. Any item differing in minor details from these specifications may be considered, provided such differences are clearly noted and described in detail by the bidder and attached to the proposal and considered by the purchaser to be, in all essential respects in compliance with these specifications. If requested the bidder shall bring to the Agency, the items or a portion thereof, for a final inspection before the bid is awarded. The agency reserves the right to inspect manufacturing and warehouse facilities.

EQUAL/TIE BIDS: In the event of equal or tie bids, the agency reserves the right to award, at its discretion, to any one of the equal or tie bidders.

PRICE DISCREPANCY: If there is a discrepancy between the extended price and the unit price, the unit price shall prevail and the agency retains the right to recompute the extended price.

The agency also retains the right to check tie addition of all extended prices regardless of whether or not there is a discrepancy between the extended prices and the unit price. If the total sum of the extended price is incorrect, as a result of the bidders faulty arithmetic calculations, the agency will substitute the correct price and inform the vendor of the change.

GUARANTEE: The bidder shall guarantee that the items and all its parts shall comply with this specification.

PRODUCT: Only manufactured and farm products of the United States wherever available, shall be used in the performance of the specifications.

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

PROPOSAL FORM: Prices are to be quoted for each item to be bid upon by bidder. The Board of Recreation Commissioners reserves the right to accept or reject any or all items listed on the proposal and to award the contract in whole or in part as deemed in the best interest of the Board of Recreation Commissioners.
SAMPLE ONLY - PAGE #1

CONTRACT

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

party of the second part.

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

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

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

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

IN CONSIDERATION OF the premises, the party of the first part agrees to pay the party of the second part for the said furnishing and delivery of
the same payable at the time and in the manner set forth in the specifications and proposal in connection with the same, which are a part of this contract, the same as though specifically set forth herein and attached hereto and made a part hereof is a true copy of the advertisement for bids.

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

MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS

BY:__________________________  BY:__________________________
Fred J. Rummel, Chairman

ATTEST:

__________________________  ____________________________
James J. Truncer
Secretary-Director

DATE:__________________________  DATE:__________________________
GENERAL SPECIFICATIONS FOR
2017 GROUNDS AND TURF EQUIPMENT

METHOD OF AWARD: Bidders may bid any or all of the items herein. Bids will be awarded on an item-by-item basis and will be awarded to the lowest net qualified bid for each item.

WARRANTY GUIDELINES: A minimum of one (1) year on all parts and labor, unless manufacturer’s warranty is greater. Vendor is solely responsible for picking up and delivering item(s) in relation to warranty work being performed. This may include all travel time, freight, and any expenses incurred to perform necessary repair work.

Equipment under warranty must be picked up, at the vendor’s expense, within five (5) working days after initial notification and be returned within two (2) weeks (maximum). Failure to comply with warranty guidelines may result in future bids being rejected.

MANUALS INCLUDED: Parts, Service & Operator’s Manuals or CD’s for each unit.

PRODUCTION YEAR: All vendors are to supply equipment as specified of the most current production year. If any variances in production year are being bid as a variance to the specifications, they must be listed on the proposal page as a variance which is explained further below.

VARIANCES: It will be assumed that if no variances are taken on a specific item, the item bid meets the specification exactly (including options). It is the vendors’ responsibility to write make and model in the space provided for all items bid. Also included in the bid packet should be all related literature, including cut sheets, for items in which variances are taken. Likewise, it is the sole responsibility of the vendor to highlight/document each and every variance from item being bid. Failure to follow guidelines as set forth may lead to a bid being rejected.

TITLE/C.O.: Certificate of Origin shall be complete, and be made out to the Board of Chosen Freeholders, Hall of Records, One East Main Street, Freehold, NJ 07728, and delivered within 2 weeks after receipt of the vehicle(s) to the Equipment Services Division of the Monmouth County Park System.

CONTACT: Sean O’Herron, Special Projects, (732) 842-4000, Ext. #4300.

General Specifications PG. #1 of 3
DELIVERY: All items are to be delivered within a maximum of 45 days after receipt of the Purchase Order, unless noted otherwise. All items are to be delivered to:

Thompson Park – Equipment Services Division
805 Newman Springs Road
Lincroft, NJ 07738
Phone: 732 -842-4000 Ext. #4282

*Call a minimum of 24 hours prior to delivery.

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS
NON-CONSTRUCTION

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The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor.

Before final payment of the contract is made by the contracting agency, the contractor shall submit an accurate list and proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

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

A business organization that fails to provide a copy of a registration as required pursuant to section 1 of P.L. 2001, c.134 (N.J.S.A. 52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (N.J.S.A. 5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25.00 for each day of violation, not to exceed $50,000.00 for each business registration copy not properly provided under a contract with a contracting agency.

Sample Business Registration Certificates are attached. Certain other forms, such as a Certificate of Authority to collect Sales and Use Taxes or a Certificate of Employee Information Report Approval, are not proof of business registration.

Any questions in this regard can be directed to the Division of Revenue at (609) 292-9292. Form NJ-REG can be filed online at: http://www.state.nj.us/treasury/revenue/gettingregistered.shtml
THESE ARE SAMPLES OF THE ONLY ACCEPTABLE N.J. BUSINESS REGISTRATION CERTIFICATES:

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

[Form layout with fields: Taxpayer Name, Trade Name, Address, Certificate Number, Effective Date, Date of Issuance, For Office Use Only]

OR

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

[Form layout with fields: Taxpayer Name, Trade Name, Address, Sequence Number, Effective Date, Issuance Date, Signature]

[Caption above diagram]
ITEM #1 - CHAIN SAW I - MEDIUM

Standard Features:  
- Easy2Start System
- Tool-less Fuel & Oil Cap with retainers
- Tool-less quick chain adjuster

Displacement:  
35.2 cc (2.15 cu.in.)

Engine Power:  
1.7 kW (2.3 bhp)

Powerhead Weight:  
4.6 kg (10.1 lbs.)

Fuel Capacity:  
280 cc (9.5 oz.)

Chain Oil Capacity:  
180 cc (6.1 oz.)

Guide Bars:  
12” Laminated guide bar with three electrically welded metal plates and middle plate hollowed out. No grease type of guide bar

Saw Chains:  
To fit 12” guide bar, Stihl model number 36360050044 or comparable.

Sprocket:  
To be concealed in the bar nose to protect against corrosive and abrasive dirt.

Additional Equipment:  
Complete carrying/storage case, Scabbard, Combination Wrench, and two (2) additional chains per unit as specified above

Warranty:  
One (1) year parts and labor

Manuals:  
Operators, Parts and Service (for each unit)

Quantity:  
1

Delivery:  
Thompson Park - Equipment Services Division  
805 Newman Springs Road  
Lincroft, NJ 07738  
ATTN: Areas #411

NOTE:  
For vendor reference purposes only:  
The unit specified shall be comparable to a Stihl,  
Model MS 211C-BE Chain Saw (Guide Bar # 300050004805,  
Saw Chain # 36360050044)
ITEM #2 - CHAIN SAW II - MEDIUM

Standard Features:  Anti-vibration system  
                    Tool-less Fuel & Oil Cap with retainers  
                    Side-Access chain tensioner

Displacement:      59.0 cc (3.6 cu.in.)

Engine Power:      3.5 kW (4.6 bhp)

Powerhead Weight:  5.8 kg (12.8 lbs.)

Fuel Capacity:     600 cc (20.3 oz.)

Chain Oil Capacity: 325 cc (11.0 oz.)

Guide Bars:        18” Laminated guide bar with three electrically welded metal plates and middle plate hollowed out. No grease type of guide bar

Saw Chains:        To fit 18” guide bar, pre-stretched 0.050” gauge 3/8” equipped with chamfered rivet holes, channels which funnel oil directly to rivets and reduce volume of bar oil required, filing angle indicator mark on depth gauge, wear indicator on cutters, and hardened rivets.

Sprocket:          To be concealed in the bar nose to protect against corrosive and abrasive dirt.

Additional Equipment: Complete carrying/storage case, Scabbard, Combination Wrench, and two (2) additional chains per unit as specified above

Warranty:          One (1) year parts and labor

Manuals:           Operators, Parts and Service (for each unit)

Quantity:          5

Delivery:          Thompson Park - Equipment Services Division  
                    805 Newman Springs Road  
                    Lincroft, NJ 07738  
                    ATTN: Areas - #406, #409, #425, #435, #454

NOTE:              For vendor reference purposes only:  
                    The unit specified shall be comparable to a Stihl,  
                    Model MS 362 C-M Chain Saw (Guide Bar # 30030088917,  
                    Saw Chain # 33RSC3-66)
ITEM #3 – BLOWER I – BACK PACK

MOTOR OUTPUT/ENGINE POWER: 2.1 kW, (2.8 bhp)

VOLTAGE DISPLACEMENT: 63.3.5 cc (3.86 cu. in.)

POWERHEAD WEIGHT: 10.0 kg (22.5 lbs.)

FUEL CAPACITY: 1700 cc (57.5 oz.)

AIR VELOCITY: 75 m/sec (168 mph)

AIR VOLUME WITH TUBES: 750m³/h (441 cfm)

SOUND RATING: 74 dB(A)

STANDARD ACCESSORIES:
- Foot pad
- Upright and protected translucent fuel tank
- Easy to replace starter assembly
- Protected choke knob, spark plug and control cables
- Adjustable straps with dual adjustments for comfort
- Lightweight polymer padded frame with lightweight and corrosion-resistant polymer housings
- Nozzle, adjustable tube, joystick style handle

MANUALS: Parts, Service, and Operators (for each unit)

WARRANTY: 2 year commercial

QUANTITY: 8

DELIVERY: Thompson Park, - Equipment Services Division
805 Newman Springs Road
Lincroft, NJ 07738
ATTN: Areas - #407, #410, #417, #425, #434, #442, #454, #455

Specifications Page #3 of 16
NOTE: For vendor reference purposes only: The unit specified shall be comparable to a BR350 Stihl Back Pack Blower
ITEM #4 – BLOWER II - HAND

STANDARD FEATURES:

- Easy starting system
- Both – flat and round nozzles
- Adjustable nozzle
- Throttle trigger
- Lock stop switch
- Anti-vibration System

DISPLACEMENT: 1.66 cu. in. (27.2 cc)

ENGINE POWER: 1.10 bhp (0.8 kW)

WEIGHT: 9.9 lbs. (4.5 kg)

FUEL CAPACITY: 13.5 oz. (400cc)

AIR VELOCITY (AT NOZZLE):
    Flat: 85 m/sec (190 mph)
    Round: 69 m/sec (154 mph)

AIR VOLUME WITH TUBES:
    Flat Tube: 359 cfm
    Round: 459 cfm

NOISE LEVEL: 70 dB

MANUAL:
Owners, Parts and service (for each unit)

WARRANTY: One (1) year Commercial Warranty

QUANTITY: 1

DELIVERY:
Thompson Park – Equipment Services Division
805 Newman Springs Road
Lincroft, NJ 07738
ATTN: Area - #410

NOTE:
For vendor reference purposes only:
The unit specified shall be comparable to a Stihl BG86 C-E Blower.

Specifications Page #5 of 16
ITEM #5 – KOMBISYSTEM MULTI-TASKING TOOL WITH ATTACHMENTS

ENGINE:

- Displacement – 1.9 cu. in. (31.4 cc)
- Engine with 4 transfer ports for increased power and fuel efficiency
- Powerful, fuel efficient, low-emission engine available
- 2-ringed piston/long-life cylinder
- Protected/easy-access spark plug
- Translucent, upright fuel tank
- Primer bulb and throttle lock
- Easy-access, dual stage air filter
- Heavy-duty steel-on-steel clutch
- Easy-access starter assembly
- Protected choke lever and throttle trigger
- Enclosed throttle and control cables

ENGINE
POWER: 1.4 bhp (1.05 kW)

FUEL CAPACITY: 24 oz. (710cc) – fuel cap with retainer

HANDLE: Loop handle

WEIGHT: 9.7 lbs

STANDARD FEATURES:

- Anti-vibration system
- Easy start system

OPTIONS: Basic shoulder harness to be supplied with unit.
ATTACHMENTS:

- Pole Pruner Attachment – 12” bar and chain
- 4 bladed Brush Cutter Attachment – cutting blade for weeds and thick grass.

TOTAL MANUALS: Operator, Parts and Service (for each unit and each attachment)

QUANTITY: One (1) unit complete with: 1 - Power Head, 1 - Mini Cultivator Attachment, 1 - Pole Pruner Attachment, 1 - Brush Cutter Attachment

DELIVERY: Thompson Park – Equipment Services Division 805 Newman Springs Rd. Lincroft, NJ 07738

ATTN: Areas – #453 – Power Head and Pole Pruner
#414 – Mini-Cultivator and Brush Cutter

NOTE: For vendor reference purposes only:
The unit specified shall be comparable to a Stihl KM111R with HT-KM Pole Prunner, BF-KM Mini-Cultivator, and FS-KM Brush Cutter.
ITEM #6 – LINE TRIMMER

ENGINE:
- Displacement – 1.9 cu. in. (31.4 cc)
- Engine with 4 transfer ports for increased power and fuel efficiency
- Powerful, fuel efficient, low-emission engine available
- 2-ringed piston/long-life cylinder
- Translucent, upright fuel tank
- Primer bulb and throttle lock
- Easy-access, dual stage air filter
- Heavy-duty steel-on-steel clutch
- Protected/easy-access spark plug
- Easy-access starter assembly
- Protected choke lever and throttle trigger
- Enclosed throttle and control cables
- Fuel cap with retainer

ENGINE POWER: 1.4 bhp (1.05 kW)

FUEL CAPACITY: 2-cycle mix, 24 oz. (710cc)

HANDLE: Loop handle

SHAFT: Straight

HEAD: Double line, auto cut adjuster

WEIGHT: 12.1 lbs. (5.5 kg)

CUTTING SWATH: 16.5”

STANDARD FEATURES:
- Anti-vibration system
- Easy start system

Specifications Page #8 of 16
• Solid drive shaft
• Interchangeable Gearboxes
• Protective glasses supplied with units

OPTIONS: Basic shoulder harness to be supplied with unit. 1 lb. Pack of trimmer line to be supplied with each unit. 1 Additional cutter head to be supplied with each unit.

TOTAL MANUALS: Operator, Parts and Service (for each unit)

QUANTITY: 9

DELIVERY: Thompson Park – Equipment Services Division 805 Newman Springs Rd. Lincroft, NJ 07738 ATTN: Areas – #409, #410, #411(2), #425, #439(2), #454, #455

NOTE: For vendor reference purposes only:
The unit specified shall be comparable to a Stihl (4-Mix) FS111R
ITEM #7 - POLE PRUNER

STANDARD FEATURES:
- Adjustable shaft telescopes to 11.5 feet
- Anti-vibration system
- Solid drive shaft
- Easy to start system
- Tool less fuel and oil caps with retainers
- Automatic bar and chain oiler
- Gear driven oil pump
- Side access chain tensioner
- Sprocket cutout for fast chip removal

OPTIONAL FEATURE: To have fuel primer for quick and easy start

DISPLACEMENT: 1.9 cu. in. (31.4 cc)

ENGINE POWER: 1.4 bhp (1.05 kW)

WEIGHT WITH CUTTING ATTACHMENT: 15.5 lbs. (7 kg)

FUEL CAPACITY: 24.0 oz. (710 cc)

GUIDE BAR: 12” Laminated guide bar with three electrically welded metal plates and middle plate hollowed out. No grease type of guide bar

SAW CHAIN: To fit 12” guide bar, pre-stretched 0.043” gauge 3/8” picco equipped with chamfered rivet holes, channels which funnel oil directly to rivets and reduce volume of bar oil required, filing angle indicator mark on depth gauge, wear indicator on cutters, and hardened rivets.

SPROCKET: To be concealed in the bar nose to protect against corrosive and abrasive dirt.

ACCESSORIES: Scabbard and two (2) additional chains per unit as specified above

SHAFT LENGTH: 7’6” to 11’6”, adjustable

Specifications Page #10 of 16
MANUAL: Operators, Parts, & Service (for each unit)

QUANTITY: 1

DELIVERY: Thompson Park – Equipment Services
805 Newman Springs Rd.
Lincroft, NJ 07738
ATTN: Area - #442

NOTE: For vendor reference purposes only:
The unit specified shall be comparable to a
Stihl HT-103 equipped with 12” Guide Bar #3005 000 3905 and
Saw Chain # 61PMMC3 44 oilmatic.
ITEM #8 - MOWER – HAND (ROTARY, PUSH)

ENGINE: Briggs & Stratton OHV
Displacement 140cc
Recoil start

FUEL TYPE/CAPACITY: Gasoline / .5 gallons

CUTTING DECK: Steel.
7” Front tires and 8” Rear tires

DRIVE SYSTEM: Push

CUTTING WIDTH/HEIGHT: 20” width, 1” – 4” height

CUTTER TYPE: Rotary Type; discharges to mulch or bag

BLADE: .135” thick steel, with blade stiffener.

WEIGHT: 63 lbs.

ACCESSORIES/ OPTIONS: Rear bag collection kit (for each unit) and Two (2) extra cutting blades (for each unit)

MANUALS TO BE INCLUDED: Operators, Parts and Service (for each unit)

QUANTITY: 2

DELIVERY: Thompson Park – Equipment Services Division
805 Newman Springs Road
Lincroft, NJ 07738
Attn: Areas - #414, #442

NOTE: For vendor reference purposes only:
The unit specified shall be comparable to a Toro #20319 Rotary Push Mower with Bag Kit.
ITEM #9 – EDGER I – RECIPROCATING

GENERAL: To provide a reciprocating edger to perform the most difficult trimming, edging or pruning tasks. Unit shall be designed for rough everyday use with reciprocating blades working in a back and forth scissor-like motion without high-speed spinning causing kickback of objects or dangerous debris allowing users to trim and edge safely.

ENGINE TYPE: Strato Charged 2 stroke

CYLINDER DISPLACEMENT: 23.6 cc

POWER OUTPUT: 1.1 Horsepower

WEIGHT: 14.1 lbs.

CARBURETOR: Diagram with purge pump

IGNITION SYSTEM: Solid state

FUEL TANK VOLUME: 21.3 Fluid ounces

DRIVE SHAFT: Straight, solid steel, splined ends

BLADES: Two (2) 20 tooth steel, (2) extra sets of blades to come with unit.

WARRANTY: Full two (2) year warranty EPA and CARB Tier II Certified

MANUALS: Operators, Parts and Service (for each unit)

QUANTITY: 2

DELIVERY: Thompson Park Equipment Services
805 Newman Springs Rd.
Lincroft, NJ 07738
Attn: Areas - #416, #423

NOTE: For vendor reference purposes only: The unit specified shall be comparable to a Red Max Reciprocating Edger, Model #SGCZ2401S.
ITEM #10 – EDGER II - STICK

ENGINE:

- Displacement – 1.9 cu. in. (31.4 cc)
- Engine with 4 transfer ports for increased power and fuel efficiency
- Powerful, fuel efficient, low-emission engine available
- 2-ringed piston/long-life cylinder
- Translucent, upright fuel tank
- Primer bulb and throttle lock
- Easy-access, dual stage air filter
- Heavy-duty steel-on-steel clutch
- Protected/easy-access spark plug
- Easy-access starter assembly
- Protected choke lever and throttle trigger
- Enclosed throttle and control cables
- Fuel cap with retainer

ENGINE POWER: 1.4 bhp (1.05 kW)

FUEL CAPACITY: 2-cycle mix, 24 oz. (710cc)

HANDLE: Loop handle

SHAFT: Straight

GEAR RATIO: 1:2.09

BLADE SPEED: 4,800 RPM

WEIGHT: 13.7 lbs

BLADE SIZE: 8”
STANDARD FEATURES:

- Anti-vibration system
- Easy start system
- Solid drive shaft
- Interchangeable Gearboxes
- Protective glasses supplied with units
- Skid plate to protect gear box
- Adjustable depth wheel

EXTRA BLADES: Each unit to come with 2 spare edger blades.

TOTAL MANUALS: Operator, Parts and Service (for each unit)

QUANTITY: 1

DELIVERY: Thompson Park – Equipment Services Division
805 Newman Springs Rd.
Lincroft, NJ 07738
ATTN: Area – #442

NOTE: For vendor reference purposes only:
The unit specified shall be comparable to a Stihl FC111
ITEM #11 – EDGER III - WALK BEHIND

ENGINE: Honda GX120

CYLINDER DISPLACEMENT: 118cc

FUEL TYPE: Gas

FUEL TANK: 3 qts

TRANSMISSION: Shielded Dual-Belt Drive

BLADE LENGTH: 10"

WORKING DEPTH: Adjustable up to 4"

FEATURES:

- Controls adjust depth, belt tension, and blade engagement from the operator’s position.
- Anti-Vibration Grip for comfort
- All wheels have steel hubs with ball bearings, and full axles front and rear.

WHEEL SIZE: 4 wheels 8” diameter each

WEIGHT: 69 lbs

MANUALS: Operator’s, Parts and Service (1 each)

EXTRA BLADES: Unit to come with 2 extra blades

WARRANTY: Manufacturer’s Standard

QUANTITY: 1

DELIVERY: Thompson Park Equipment Services
805 Newman Springs Rd.
Lincroft, NJ 07738
Attn: Area - #425

NOTE: For vendor reference purposes only:
The unit specified shall be comparable to a Little Wonder Pro 6232 Walk-Behind Wheeled Edger

Specifications Page #16 of 16
BIDDER'S CHECKLIST

BID #: 0046-17

(Owner's checkmarks)

Items submitted with bid
(Bidder's INITIALS)

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

- [X] Proposal (Original)
- [X] Statement of Ownership
- [X] Non-Collusion Affidavit
- [X] Acknowledgement of Addenda or Revisions (if any)

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

- [X] Copy of the N.J. Business Registration Certificate for the bidder and
  any designated subcontractors
- [X] EEO/Affirmative Action Compliance Notice
- [ ] References / List of previous and/or active relevant work
- [ ] Resume(s)
- [X] Disclosure of Energy Sector Investment Activities in Iran

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
PROPOSAL

FOR THE FURNISHING AND DELIVERY OF GROUNDS AND TURF EQUIPMENT

TO THE MONMOUTH COUNTY PARK SYSTEM, LINCROFT, NEW JERSEY.

TO THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS.

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

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QTY.</th>
<th>UNIT</th>
<th>TOTAL</th>
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<tbody>
<tr>
<td>1.</td>
<td>CHAIN SAW I - MEDIUM</td>
<td>1</td>
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<td>CHAIN SAW II - MEDIUM</td>
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<td>3.</td>
<td>BLOWER I - BACKPACK</td>
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<td>4.</td>
<td>BLOWER II - HAND</td>
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<td>KOMBISYSTEM MULTI-TASKING TOOL WITH ATTACHMENTS</td>
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<td>LINE TRIMMER</td>
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<td>7.</td>
<td>POLE PRUNNER</td>
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<td>8.</td>
<td>MOWER - HAND (ROTARY, PUSH)</td>
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<td>Make/Model</td>
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<td>9.</td>
<td>EDGER I - RECIPROCATING</td>
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<td>10.</td>
<td>EDGER II - STICK</td>
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<td>11.</td>
<td>EDGER III - WALK BEHIND</td>
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</table>
NOTE: Items listed on proposal pages shall be bid and priced in accordance with the bid specifications, including - (i.e. accessories, features, optional equipment, and manuals (where indicated), etc.)

TAX EXEMPT #69-0220842

VARIANCE IF ANY: ____________________________________________

_________________________________________________________________

The undersigned is a partnership under the laws of the State of ____________________________
     a corporation
     an individual

having Principle offices at __________________________________________

CONTRACTOR __________________________________________

SIGNATURE __________________________________________

FEDERAL ID NO.# OR SOCIAL SECURITY NO.# ____________________________

ADDRESS __________________________________________

BUSINESS PHONE ______________________ FAX PHONE ______________________

DATED ______________________________

E-MAIL ADDRESS: ______________________ WEB ADDRESS: ______________________
CAUTION

REGARDING STATEMENT OF OWNERSHIP

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

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

The same procedure applies if any 10% or more owner is a partnership, limited liability company, estate or any other type of legal entity, as opposed to a corporation.
STATEMENT OF OWNERSHIP
(N.J.S.A. 52:25-24.2)

The CONTRACTOR is (check one):
☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Limited Liability

☐ Limited Liability Corporation ☐ Limited Partnership

☐ Subchapter S Corporation ☐ Other, Please

List__________________________________________________________

I certify that:

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

OR

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

Name: ____________________________________ Address: ________________________________

Name: ____________________________________ Address: ________________________________

Name: ____________________________________ Address: ________________________________

☐ Check here if additional sheets are attached.

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

Publicly Traded Parent Company Disclosure:
Provide the Website (URL) providing the last annual Security Exchange Commission (SEC) filing, or foreign equivalent:

______________________________________________

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

______________________________________________

Subscribed and sworn before me

this ____ day of ____________, 2 ____________.

(Notary Public)

My Commission expires:

CONTRACTOR_____________________________________

SIGNED BY: X_____________________________________

PRINT NAME & TITLE:______________________________

DATE:_____________________________________________

(Corporate seal if a corporation)
NON-COLLUSION AFFIDAVIT

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

STATE OF _______________ ) ss:
COUNTY OF _______________ )

Re: Furnishing and Delivery of Grounds and Turf Equipment (Bid #0046-17)

I, _____________________________________________ (name)
of full age, being duly sworn according to law, on my oath depose and say:

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

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

Signed: X_____________________________

Subscribed and sworn to

before me this _____ day

of ____________, 20__.  

_________________________________

Notary Public of

My commission expires ____________, 20__.
County of Monmouth, State of New Jersey  
Division of Purchasing  
DISCLOSURE OF ENERGY SECTOR INVESTMENT ACTIVITIES IN IRAN  
New Jersey Public Law 2012, Chapter 25

Solicitation Number: __________ Bidder / Respondent: ____________________________

Project Description: __________________________________________________________

PART 1 – CERTIFICATION – CHECK THE APPROPRIATE BOX:

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

OR

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

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

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

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

Relationship to Bidder / Respondent: _____________________________

Description of Activities: ____________________________________________________________________________________________

___________________________________________________________________________________________________________________________________

Duration of Engagement: _____________________________ Anticipated Cessation Date: _____________________________

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

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

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

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

Full Name (Print) _____________________________ Signature: _____________________________

Title: _____________________________ Date: _____________________________
EXHIBIT A

MANDATORY ANTI-DISCRIMINATION IN EMPLOYMENT LANGUAGE
N.J.S.A. 10:2-1

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

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

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

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

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

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

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

(Revised 2/2017)

Revised 3/2017
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

Revised 3/2017
engages in direct or indirect discriminatory practices.

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

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

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

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

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

(Revised 2/2017)
EXHIBIT C

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

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

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.
EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the County and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Commission, prior to execution of the contract, one of the following documents:

**Goods and General Service Vendors**
1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Commission and the Division. This approval letter is valid for one year from the date of issuance.

**Do you have a federally-approved or sanctioned EEO/AA program?** Yes ☐ No ☐
If yes, please submit a photostatic copy of such approval.

2. A Certificate of Employee Information Report (hereafter “Certificate”), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Commission as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor’s Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

**Do you have a State Certificate of Employee Information Report Approval?** Yes ☐ No ☐
If yes, please submit a photostatic copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a $150.00 Fee and forward a copy of the Form to the Commission. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website [www.state.nj.us/treasury/contract_compliance](http://www.state.nj.us/treasury/contract_compliance).

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

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

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Revised 3/2017
ACKNOWLEDGMENT OF ADDENDA

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

Addendum #________  Date Received:__________________________

Addendum #________  Date Received:__________________________

Addendum #________  Date Received:__________________________

☐ NO ADDENDA WERE RECEIVED

ACKNOWLEDGED FOR: __________________________________________

(Name of Bidder/Vendor)

Bid #: ______________________________________________________

Signature __________________________________________________

Name: ______________________________________________________

(Please Print)

Title: ______________________________________________________

Date: ______________________________________________________

*PLEASE SUBMIT THIS SHEET WITH YOUR BID PACKET