

County of Somerset New Jersey

PO Box 3000 – 20 Grove Street
COUNTY ADMINISTRATION BUILDING
SOMERVILLE, NJ 08876-1262

PURCHASING DIVISION
KAREN L. MCGEE, RPPO, QPA
Purchasing Agent



PHONE: (908) 231-7043
Fax: (908) 575-3917

NOTICE TO BIDDERS #2 SOCCP

The County of Somerset requests bids for all County agencies and bidders may voluntarily extend the contract to the Somerset County Cooperative Pricing System membership (#2 SOCCP). Sealed bids will be received by the Purchasing Agent acting as Lead Agent on behalf of each participating contracting unit, on **November 8, 2018 at 2:30pm** prevailing time in the Purchasing Division, County Administration Building, 20 Grove St., Somerville, NJ 08876 at which time and place bids will be opened and read in public for:

Golf Course and Park Maintenance Materials Contract #CC-0022-19

Bid responses must be made on the standard proposal forms, be enclosed in a sealed package bearing the name and address of the bidder and the "**BID TITLE NAME & CONTRACT #**" on the outside and addressed to Karen L. McGee, Purchasing Agent, at the address above.

Any Bid Addenda will be issued on the County website and processed in accordance with N.J.S.A. 40A:11-23(c)(1). All interested bidders should check the website from now through bid opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Specifications and instruction to bidders may be obtained at the Purchasing Office or the County website at www.co.somerset.nj.us.

Bidders shall comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17-27 et seq.

Karen L. McGee, QPA
Purchasing Agent

CO-OPERATIVE PRICING CONDITIONS

METHOD OF AWARDING CONTRACTS

Contract(s) of purchase shall be awarded to the lowest responsible bidder(s) as declared by the County of Somerset. The contract awarded between the County of Somerset and the successful vendor(s): (1) shall establish the contractual obligation regarding the specific items, specifications and quantities to be provided to the Lead Agency; and (2) shall also set forth the estimated quantities, together with relevant delivery information, with respect to the Other Agencies, as specified in these specifications. All Other Agencies ordering any materials, supplies or work pursuant to this master contract shall do so by issuance of the appropriate contract between the Other Agency and the vendors, subject to the requirements of the master contract, which may be referred to by reference. No such subsidiary contract issued by another agency shall provide for any deviation from the specifications, price or quality set forth in the master contract pursuant to these specifications.

No vendor shall be required or permitted to extend bid prices to participating contracting units unless so specified in the bids. In the event that the lowest responsible bidder, responding to these specifications, indicates by the appropriate checkmark unwillingness to extend the bid prices to the Other Agencies category, then the contract for the stated needs of the Lead Agency will be awarded to the lowest responsible bidder, and new bids will be sought and a second master contract subsequently awarded with respect to the needs of the Other Agencies (OR... the contract for the stated needs of the Lead Agency will be awarded to the lowest responsible bidder, and a second *(Master) contract for the Other Agencies will be awarded to the next lowest bidder whose bid agrees to so extend his prices); (OR... only the contract for the Lead Agency's needs will be awarded, and all other bids shall be rejected, and no further bids will be sought by the Lead Agency on behalf of the Other Agencies.

The purpose of the master contract with respect to the Lead Agency shall be to establish the specifications and price. The subsidiary contracts, placing the orders with the vendor shall establish the quantities required by each Other Agency within the limits set forth in the master contract. The successful vendor shall invoice each of the Other Agencies, and Other Agencies shall pay the vendor directly. No additional contract will be required with respect to the needs of the Lead Agency as specified in the awarded master contract.

OTHER AGENCY REQUIREMENTS

The undersigned is further: (CHECK ONLY ONE BOX)

WILLING to provide the item(s) herein bid upon to Other Agencies in System 2-SOCCP, Somerset County Cooperative Pricing System, without substitution or deviation from specifications, size, features, quality, price or availability as herein set forth. It is understood that orders will be placed directly by the other participating agencies by separate contract, subject to the overall terms of the master Contract to be awarded by the County of Somerset that no additional service or delivery charges will be levied except as permitted by these specifications.

NOT WILLING to extend prices to Other Agencies as described. It is understood that this will not adversely affect consideration of this bid with respect to the needs of the County (Lead Agency). *In keeping with Somerset County's commitment to providing cooperative pricing contracts for its membership, refusal to extend pricing to the co-op may result in a dual award to include an alternate vendor willing to extend pricing for the duration of the contract.

Twp/Boro	Street Address	City, State, Zip
Alexandria, Township of	782 Frenchtown Road	Milford, NJ 08848
Allamuchy Twp	PO Box A	Allamuchy, NJ 07820
Atlantic County	1333 Atlantic Ave., 6th Fl	Atlantic City, NJ 08401
Atlantic City, City of	1301 Bacharach Blvd	Atlantic City, NJ 08401
Atlantic Highlands, Borough	100 First Ave	Atlantic Highlands, NJ 07716
Barnegat, Bd of Ed	550 Barnegat Blvd. North	Barnegat, NJ 08005
Bayonne, City of	630 Avenue C, Room #23	Bayonne, NJ 07002
Bedminster, Bd of Ed	234 Somerville Rd	Bedminster, NJ 07921
Bedminster, Twp of	One Miller Lane	Bedminster, NJ 07921
Belmar, Boro of	601 Main St	Belmar, NJ 07719
Bergen County	One Bergen Co Plaza Rm 331	Hackensack, NJ 07601
Bergen County Housing Author	One Bergen County Plaza, 2nd Fl	Hackensack, NJ 07601
Berkeley, Twp of	PO Box B	Bayville, NJ 08721
Bernards Twp Public Sch	101 Peachtreet Rd	Basking Ridge, NJ 07920
Bernards, Twp of	1 Collyer La	Basking Ridge, NJ 07920
Bernards, Twp Sewer Authority	1 Collyer La	Basking Ridge, NJ 07920
Bernardsville, Boro of	PO Box 158-Municipal Bldg	Bernardsville, NJ 07924-0158
Bethlehem, Twp of	405 Mine Rd	Asbury, NJ 08802
Blairstown, Twp of	PO Box 370	Blairstown, NJ 07825
Bloomingtondale, Boro of	101 Hamburg Turnpike	Bloomingtondale, NJ 07403
Bogota, Borough of	375 Larch Ave	Bogota, NJ 07603
Bound Brook, Borough of	230 Hamilton St, Mun Bldg	Bound Brook, NJ 08805-2017
Branchburg Twp Bd of Ed	240 Baird Rd	Branchburg, NJ 08876
Branchburg, Twp of	1077 Hwy 202 N.	Branchburg, NJ 08876
Brick Township MUA	1551 Hwy 88	West Brick, NJ 08724
Brick, Twp of	401 Chambers Bridge Rd	Brick, NJ 08723
Bridgewater, Twp of	100 Commons Way	Bridgewater, NJ 08807
Bridgewater-Raritan Reg Sch	836 Newmans La	Bridgewater, NJ 08807
Brigantine, City of	1417 West Brigantine Avenue	Brigantine, NJ 08203
Brookdale Community College	765 Newman Springs Rd	Lincroft, NJ 07738
Burlington County	49 Rancocas Road, PO Box 6000	Mt. Holly, NJ 08060-6000
Burlington County, Inst of Tech	695 Woodlane Road	Westampton, NJ 08060
Byram Twp	10 Mansfield Dr	Stanhope, NJ 07874
Camden County	520 Market St, 17th Fl Cthouse	Camden, NJ 08102-1375
Chatham Twp	405 Southern Blvd	Chatham, NJ 07928
Chatham, Boro of	54 Fairmont Ave	Chatham, NJ 07928
Chatham, School District of	54 Fairmount Ave	Chatham, NJ 07928
Chester, Boro of	50 North Road	Chester, NJ 07930
Chester, Twp of	1 Parker Rd	Chester, NJ 07930
Clark, Twp of	430 Westfield Ave	Clark, NJ 07066
Clifton, City of	900 Clifton Ave	Clifton, NJ 07013
Clinton, Town of	PO Bx 5194, 43 Leigh St	Clinton, NJ 08809
Closter, Borough of	295 Closter Dock Road	Closter, NJ 07624
Colts Neck Township Schools	70 Conover Road	Colts Neck, NJ 07722
Cranford, Twp of	8 Springfield Ave	Cranford, NJ 07016

Twp/Boro	Street Address	City, State, Zip
Cumberland County	790 E Commerce St	Bridgeton, NJ 08302
Delaware Valley Reg HS	19 Senator Stout Rd	Frenchtown, NJ 08825
Denville, Twp of	1 St Mary's Place	Denville, NJ 07834
Dunellen, Boro of	355 North Ave	Dunellen, NJ 08812
East Amwell Twp	1070 Rt 202/31	Ringoes, NJ 08551-1051
East Brunswick, Public Schools	760 Route 18	East Brunswick, NJ 08816
East Brunswick, Twp of	4 Harts La	East Brunswick, NJ 08816
East Hanover Twp School Dist	20 School Avenue	East Hanover, NJ 07936
East Hanover, Twp of	411 Ridgedale Ave	East Hanover, NJ 07936
Eatontown, Boro of	47 Broad St	Eatontown, NJ 07724
Edison, Township of	100 Municipal Blvd, 2nd Floor	Edison, NJ 08817
Egg Harbor, Twp of	3515 Bargaintown Road	Egg Harbor Twp, NJ 08234
Elizabeth Parking Authority	233 Commerce Pl	Elizabeth, NJ 07201
Elizabeth, Board of Education	500 North Broad Street	Elizabeth, NJ 07208
Elizabeth, City of	50 Winfield Scott Plaza	Elizabeth, NJ 07201
Essex Fells, Boro of	255 Roseland Ave	Essex Fells, NJ 07021
Essex, County of	465 Dr Martin Luther King Jr Blvd	Newark, NJ 07102
Evesham Twp Bd of Ed	25 S Maple Street	Marlton, NJ 08053
Evesham, Twp of	984 Tuckerton Road	Marlton, NJ 08053
Fair Haven, Borough of	748 River Rd	Fair Haven, NJ 07704
Fanwood, Boro of	75 North Martine Ave	Fanwood, NJ 07023
Far Hills, Borough of	6 Prospect St, PO Box 249	Far Hills, NJ 07931
Flemington, Boro of	38 Park Ave	Flemington, NJ 08822
Flemington-Raritan Reg Sch Dist	50 Court St	Flemington, NJ 08822
Florham Park, Boro of	111 Ridgedale Ave	Florham Park, NJ 07932
Frankford, Twp of	151 US Hwy 206	Augusta, NJ 07822
Franklin Twp, Sewer Authority	70 Commerce Dr	Somerset, NJ 08873-3470
Franklin, Twp of	475 DeMott La	Somerset, NJ 08873-2737
Franklin Twp, Bd of Ed (Hunterdon)	226 Quakertown Rd, PO Box 368	Quakertown, NJ 08868
Franklin, Twp Public Library	485 Demott La	Somerset, NJ 08873
Franklin, Twp Public Sch	1755 Amwell Rd	Somerset, NJ 08873
Freehold Twp	One Municipal Plaza	Freehold, NJ 07728-3099
Frelinghuysen, Twp	210 Main Street	Johnsonburg, NJ 07825
Galloway, Township of	300 East Jimmie Leeds Road	Galloway, NJ 08205
Garwood, Boro of	403 South Ave	Garwood, NJ 07027
Glassboro, Boro of	1 South Main Street	Glassboro, NJ 08028
Glen Rock, Borough of	1 Harding Plaza	Glen Rock, NJ 07452
Gloucester, County of	PO Box 337	Woodbury, NJ 08096
Green Brook Twp Bd of Ed	132 Jefferson Ave	Green Brook, NJ 08812-2501
Green Brook, Twp of	111 Greenbrook Rd	Green Brook, NJ 08812-2501
Green Township	150 Kennedy Rd	Tranquility, NJ 07879
Hackensack, Bd of Ed	192 Second Street	Hackensack, NJ 07601
Hackensack, City of	65 Central Avenue	Hackensack, NJ 07601
Hamilton, Twp of	2090 Greenwood Ave	Hamilton, NJ 08650
Hanover, Twp of	1000 Rt 10, PO Bx 250	Whippany, NJ 07981-0250

Twp/Boro	Street Address	City, State, Zip
Harding Twp	PO Box 666	New Vernon, NJ 07976
Hardwick Twp	40 SpringValley Rd	Hardwick, NJ 07825
Harmony Twp	3003 Belvidere Rd	Phillipsburg, NJ 08865
Hasbrouck Heights, Borough of	320 Boulevard	Hasbrouck Heights, NJ 07604
Haworth, Borough of	300 Haworth Avenue	Haworth, NJ 07641
High Bridge, Boro of	71 Main St	High Bridge, NJ 08829
Highland Park, Boro of	444 Valentine St	Highland Park, NJ 08904
Hillsborough Twp Bd of Ed	379 So Branch Rd	Hillsborough, NJ 08844
Hillsborough, Twp MUA	PO Box 5909	Hillsborough, NJ 08844
Hillsborough, Twp of	21 East Mountain Road	Hillsborough, NJ 08844
Hillsdale Boro	380 Hillsdale Ave	Hillsdale, NJ 07642
Holland Twp	131 Spring Mills Rd	Milford, NJ 08848
Holmdel, Twp of	4 Crawford's Corner Rd	Holmdel, NJ 07733
Hopatcong, Boro of	111 River Styx Rd	Hopatcong, NJ 07843
Hopewell Twp of, Mercer County	201 Washington Crossing	Titusville, NJ 08560-1410
Hopewell, Boro of	88 East Broad Street	Hopewell, NJ 08525
Howell, Twp of	PO Box 580	Howell, NJ 07731
Hudson County	567 Pavonia Ave, 1st Fl	Jersey City, NJ 07306
Hudson County, Schools of Tech	8511 Tonnell Avenue	North Bergen, NJ 07047
Hunterdon Central Reg High Sch	84 Route 31	Flemington, NJ 08822
Hunterdon County ESC	2026 Route 31 N, Suite 7	Glen Gardner, NJ 08826
Hunterdon, County of	71 Main St, Bldg 1, PO Box 2900	Flemington, NJ 08822-2900
Jackson, Twp of	95 W Veterans Hwy	Jackson, NJ 08527
Jefferson, Twp of	1033 Weldon Rd	Lake Hopatcong, NJ 07849
Keansburg, Boro of	29 Church St	Keansburg, NJ 07734
Kearny, Town of	402 Kearny Ave	Kearny, NJ 07032
Kenilworth, Borough of	Boro Hall, 567 Boulevard	Kenilworth, NJ 07033
Kinnelon, Boro of	130 Kinnelon Rd	Kinnelon, NJ 07405
Knowlton, Twp of	628 Rt 94	Columbia, NJ 07832
Lafayette, Twp of	33 Morris Farm Road	Lafayette Township, NJ 07848
Lakeland Regional High Sch	205 Coklinton Rd	Wanaque, NJ 07465
Lebanon, Twp of	530 West Hill Rd	Glen Gardner, NJ 08826
Liberty, Twp of	349 Mountain Lake Rd	Great Meadows, NJ 07838
Lincoln Park, Boro of	34 Chapel Hill Rd	Lincoln Park, NJ 07035
Linden Roselle Sewerage Auth	5005 So Wood Ave	Linden, NJ 07036
Linden, City of	301 N Wood Ave	Linden, NJ 07036
Little Falls, Twp of	225 Main Street	Little Falls, NJ 07424
Livingston, Twp of	357 So Livingston Ave	Livingston, NJ 07039
Long Beach Twp of	6805 Long Beach Blvd	Beach Haven Crest, NJ 08008
Long Branch, City of	344 Broadway	Long Branch, NJ 07740
Long Hill Twp	915 Valley Rd	Gillette, NJ 07933
Lopatcong Twp	232 S. Third St	Phillipsburg, NJ 08865
Madison, Boro of	50 Kings Rd	Madison, NJ 07940
Manalapan, Twp of	120 Route 522	Manalapan, NJ 07726
Manalapan-Englishtown Reg Sch	54 Main St	Englishtown, NJ 07726

Twp/Boro	Street Address	City, State, Zip
Manasquan, Boro of	201 E Main St	Manasquan, NJ 08736
Manchester, Township	1 Colonial Drive	Manchester, NJ 08759
Mansfield, Twp of	3135 Route 206 South	Columbus, NJ 08022
Manville, Boro of	325 No Main St	Manville, NJ 08835
Maplewood, Twp of	574 Valley Street	Maplewood, NJ 07040
Marlboro Twp Administration	1979 Township Dr	Marlboro, NJ 07746
Marlboro Twp Public Schools	1980 Township Dr	Marlboro, NJ 07746
Maywood, Boro of	15 Park Ave	Maywood, NJ 07607
Mendham, Boro of	2 West Main Street	Mendham, NJ 07945
Mendham, Twp of	PO Box 520	Brookside, NJ 07926
Mercer County	640 So. Broad St, 3rd Floor, Rm 321	Trenton, NJ 08650-0068
Middlesex Boro of	1200 Mountain Ave	Middlesex, NJ 08846
Middlesex County	75 Bayard St, 3rd Fl Admin Bldg	New Brunswick, NJ 08901
Millburn, Twp of	375 Millburn Ave	Millburn, NJ 07041
Millstone, Boro of	1353 Main Street	Millstone, NJ 08844
Monmouth Co Voc Sch District	400 Kozloski Rd, PO Bx 5033	Freehold, NJ 07728
Monmouth County	300 Halls Mill Rd	Freehold, NJ 07728
Monroe, Twp of	1 Municipal Plaza	Monroe Twp, NJ 08832
Montgomery Twp Bd of Ed	1014 Rt 601	Skillman, NJ 08558
Montgomery, Twp of	Municipal Bldg, 2261 Rt 206	Belle Mead, NJ 08502
Moorestown, Twp of	111 West Second Street	Moorestown, NJ 08057
Morris County	10 Court Street, 5th Floor	Morristown, NJ 07963
Morris County Housing Authority	99 Ketch Rd, PO Box 900	Morristown, NJ 07960
Morris County Voc Sch District	400 East Main Street	Denville, NJ 07834
Morris Hills Regional District	48 Knoll Drive	Rockaway, NJ 07866
Morris Plains, Borough of	531 Speedwell Avenue	Morris Plains, NJ 07950
Morris School District	31 Hazel St	Morristown, NJ 07960
Morris, County College of	214 Center Grove Rd	Randolph, NJ 07869-2086
Morris, Twp of	50 Woodland Ave, PO Bx 7603	Convent Sta, NJ 07961-7603
Morris-Union Jointure Comm	217 Mountain View Rd	Warren, NJ 07059
Mount Arlington Borough	419 Howard Blvd	Mt. Arlington, NJ 07856
Mt Olive Twp	204 Flanders-Drakestown Rd	Budd Lake, NJ 07828
Netcong, Boro of	23 Maple Avenue	Netcong, NJ 07857
New Brunswick, Bd of Ed	268 Baldwin Street	New Brunswick, NJ 08901
New Brunswick, City	400 Jersey Avenue	New Brunswick, NJ 08901
New Milford, Boro of	930 River Road	New Milford, NJ 07646
New Providence, Boro of	360 Elkwood Ave	New Providence, NJ 07974
Newton, Town of	39 Trinity St	Newton, NJ 07860
No Hunterdon-Voorhees Reg HS	1445 Rte 31 So	Annandale, NJ 08801
No Plainfield, Bd of Ed	33 Mountain Ave	No Plainfield, NJ 07060-5315
No Plainfield, Boro of	263 Somerset St	No Plainfield, NJ 07060
North Brunswick, Twp of	710 Hermann Rd	No Brunswick, NJ 08902
Nutley, Twp of	1 Kennedy Dr	Nutley, NJ 07110
Ocean City, City of	861 Asbury Ave, Room 203	Ocean City, NJ 08226
Ocean Co Vo-Tech School	137 Bey Lea Rd	Toms River, NJ 08753

Twp/Boro	Street Address	City, State, Zip
Ocean, Twp of	399 Monmouth Rd	Oakhurst, NJ 07755
Old Bridge, Twp of	1 Old Bridge Plaza	Old Bridge, NJ 08857
Oxford Twp	11 Green St	Oxford, NJ 07863
Parsippany-Troy Hills, Twp of	1001 Parsippany Blvd	Parsippany, NJ 07054
Passaic County Bd of Soc Svs	80 Hamilton St	Paterson, NJ 07505
Passaic County Technical Inst	45 Reinhart Rd	Wayne, NJ 07470
Passaic, City of	330 Passaic St	Passaic, NJ 07055
Passaic, County of	495 River St, 2nd Floor	Paterson, NJ 07505
Peapack/Gladstone, Boro of	1 School St, PO Box 218	Peapack, NJ 07977-0218
Perth Amboy, City of	City Hall- 260 High St	Perth Amboy, NJ 08861
Piscataway, Twp of	505 Sidney Rd	Piscataway, NJ 08854
Plainfield, City of	515 Watchung Ave	Plainfield, NJ 07060
Plainfield, City of, Bd of Ed	1200 Myrtle Ave	Plainfield, NJ 07063
Plainsboro, Twp of	641 Plainsboro Rd	Plainsboro, NJ 08536
Pohatcong, Twp of	50 Municipal Dr	Phillipsburg, NJ 08865
Princeton	400 Witherspoon Street	Princeton, NJ 08540
Rahway, City	1 City Hall Drive	Rahway, NJ 07065
Randolph Twp Schools	25 School House Rd	Randolph, NJ 07869
Randolph, Twp of	502 Millbrook Ave	Randolph, NJ 07869
Raritan Vall Comm College	PO Bx 3300	Somerville, NJ 08876
Raritan, Boro of	22 First St	Raritan, NJ 08869
Raritan, Twp of	204 Pennsylvania Ave	Flemington, NJ 08822-3446
Readington Twp	509 Route 523	Whitehouse Sta, NJ 08889
Ridgewood Public Schools	49 Cottage Place	Ridgewood, NJ 07451
Rockaway Twp	540 Green Pond Rd	Rockaway, NJ 07866
Rocky Hill, Boro of	PO Box 188	Rocky Hill, NJ 08553
Roselle Bd of Ed	710 Locust St	Roselle, NJ 07203
Roselle Park, Boro of	110 E Westfield Ave	Roselle Park, NJ 07204-2083
Roselle, Boro of	210 Chestnut St	Roselle, NJ 07203
Sayreville, Boro of	167 Main St	Sayreville, NJ 08872
Scotch Plains, Township	430 Park Avenue	Scotch Plains, NJ 07076
Sea Girt, Boro	612 Philadelphia Blvd	Sea Girt, NJ 08750
Seaside Park, Boro of	1701 North Ocean Ave	Seaside Park, NJ 08752
Secaucus, Town of	Municipal Government Ctr	Secaucus, NJ 07094
So Amboy, City of	140 No Broadway	So Amboy, NJ 08879
So Bound Brook, Boro of	12 Main St-Municipal Bldg	So Bound Brook, NJ 08880
Social Services, Board of	PO Bx 936, 73 E High St	Somerville, NJ 08876
Somerset Cty Ed Srv Commiss	PO Bx 68, 12 E. Somerset St	Raritan, NJ 08869
Somerset Cty Improve Authority	PO Box 3000	Somerville, NJ 08876
Somerset Cty Park Commission	PO Box 5327	No Branch, NJ 08876
Somerset Cty Voca Bd of Ed	Voca Sch, N Bridge & Vogt Dr	Bridgewater, NJ 08807
Somerset Hills Bd of Ed	25 Olcott Ave	Bernardsville, NJ 07924
Somerset Raritan Valley Sewer	Polhemus La., PO Bx 6400	Bridgewater, NJ 08807-0400
Somerville, Bd of Ed	51 W Cliff St	Somerville, NJ 08876
Somerville, Boro of	25 West End Ave	Somerville, NJ 08876-1800

Twp/Boro	Street Address	City, State, Zip
South Brunswick Bd of Ed	PO Box 181	Monmouth Junct, NJ 08852
South Brunswick, Twp of	540 Ridge Rd	Monmouth Junction, NJ 08852
South Orange Village, Twp	101 So Orange Ave	So Orange, NJ 07079
South Plainfield, Boro of	405 Spicer Ave	So Plainfield, NJ 07080
South River, Boro	48 Washington Street	South River, NJ 08882-1247
Sparta, Twp of	65 Main St	Sparta, NJ 07871
Spotswood, Boro of	77 Summerhill Rd	Spotswood, NJ 08884
Stafford Twp	260 E Bay Ave	Manahawkin, NJ 08050
Summit, City of	City Hall, 512 Springfield Ave	Summit, NJ 07901
Sussex, County of	Administrative Center, One Spring St	Newton, NJ 07860
Teterboro, Boro of	510 Rt 46 West	Teterboro, NJ 07608
Tewksbury Twp, Board of Education	173 Old Turnpike Road	Califon, NJ 07830
Tewksbury, Twp of	169 Old Turnpike Rd	Califon, NJ 07830
Tinton Falls, Boro of	556 Tinton Ave	Tinton, NJ 07724
Toms River MUA	340 W Water St	Toms River, NJ 08753
Toms River, Twp of	33 Washington St	Toms River, NJ 08753
Trenton, City of	319 East State Street, 1st Floor	Trenton, NJ 08608
Union County College	1033 Springfield Ave	Cranford, NJ 07016
Union Twp Board of Education	2369 Morris Ave	Union, NJ 07083
Union Twp, Hunterdon County	140 Perryville Rd	Hampton, NJ 08827
Union, County of	10 Elizabethtown Plaza	Elizabeth, NJ 07207
Union, Twp of	1976 Morris Ave	Union, NJ 07083
Vernon Twp	21 Church St, PO Bx 340	Vernon, NJ 07462
Verona, Twp of	10 Commerce Ct	Verona, NJ 07044
Wall, Township of	2700 Allaire Road, PO Box 1168	Wall, NJ 07719-1168
Warren County	165 County Rt 519 South	Belvidere, NJ 07823-1949
Warren County MUA	199 Foul Rift Rd, PO Bx 159	Belvidere, NJ 07823
Warren County Pollution Contr	500 Mt Pisgah Ave, PO Bx 587	Oxford, NJ 07863-0587
Warren, Twp of	46 Mountain Blvd	Warren, NJ 07059-0695
Warren, Twp Schools	213 Mt Horeb Rd	Warren, NJ 07059
Warren, Twp Sewerage Author	46 Mountain Blvd	Warren, NJ 07059
Washington Twp, Morris Co	43 Schooley's Mtn Rd	Long Valley, NJ 07853
Washington Twp MUA	46 E Mill Rd	Long Valley, NJ 07853
Washington Twp, Bergen Co	350 Hudson Avenue	Washington Twp, NJ 07676
Washington, Boro of	100 Belvidere Ave	Washington, NJ 07882-1426
Washington, Twp of	211 State Route 31 North	Washington, NJ 07882
Watchung Bd of Ed	One Dr. Parenty Way	Watchung, NJ 07069
Watchung Hills Reg High Sch	108 Stirling Rd	Warren, NJ 07059
Watchung, Boro of	Municipal Bldg, 15 Mountain Blvd	Watchung, NJ 07069
Wayne Twp	475 Valley Road	Wayne, NJ 07470
Wayne Twp Schools	50 Nellis Dr	Wayne, NJ 07470
West Amwell Twp	150 Rocktown-Lambertville Rd	Lambertville, NJ 08530
West Morris Reg High Sch Dist	10 South Four Bridges Rd	Chester, NJ 077930
West Orange, Twp of	66 Main Street	West Orange, NJ 07052
West Windsor Township	70 Southfield Road	West Windsor, NJ 08550

Twp/Boro	Street Address	City, State, Zip
West Windsor-Plainsboro BOE	505 Village Road W	W Windsor, NJ 08550
Westfield Bd of Ed	303 Elm St	Westfield, NJ 07090
Westfield, Town of	425 E Broad St	Westfield, NJ 07090
Wharton, Borough of	10 Robert Street	Wharton, NJ 07885
Wildwood Crest, Boro of	6101 Pacific Avenue	Wildwood Crest, NJ 08260
Willingboro, Twp of	One Salem Rd	Willingboro, NJ 08046
Woodbridge, Twp of	One Main Street	Woodbridge, NJ 07095
Woodland Park, Boro of	5 Brophy La	Woodland Park, NJ 07424
Wyckoff, Twp	Memorial Town Hall	Wyckoff, NJ 07481

COUNTY OF SOMERSET GENERAL INSTRUCTIONS

1. SUBMISSION OF BIDS

- A. Sealed bids shall be received in accordance with public advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications.
- B. Each bid shall be submitted on the proposal form attached, in a sealed envelope
- (1) Addressed to the Purchasing Agent
 - (2) Bearing the name and address of the bidder on the outside
 - (3) Clearly marked "BID" with the name of the item(s) being bid. Provide One (1) Original & One (1) copy of the bid. **Faxed or emailed bids will NOT be accepted.**
 - (4) We are storing all responses electronically, therefore submit all pages of the response on a CD or USB flash drive in addition to the printed copies. Bidders name to be identified on either the CD or USB flash drive being submitted.
- C. It is the bidder's responsibility to see that bids are presented to the Purchasing Agent on the hour and at the place designated. Bids may be hand delivered or mailed; however, the County disclaims any responsibility for bids forwarded by regular or express mail. **If the bid is sent by express mail, the designation in B. above must also appear on the outside of the express company envelope.** Bids received after the designated time and date will be returned unopened.
- D. The County reserves the right to postpone the date for presentation and opening of bids and will give written notice of any such postponement to each perspective bidder as required by law.
- E. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. Each bid proposal form must give the full business address, business phone, fax, e-mail, the contact person of the bidder, and be signed by an authorized representative as follow:
- Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative followed by the signature and designation of the person signing.
 - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - Bids by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- G. Multiple Bids Not Accepted
More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.
- H. Official Request for Bid packages are available from Somerset County's website at www.co.somerset.nj.us at no cost to the prospective bidders. All addenda are posted on the County site and issued in accordance with N.J.S.A. 40A:11-23(c)(1). Potential bidders are cautioned that they are bidding at their own risk if a third party supplied the specifications that may or may not be complete. Somerset County is not responsible for third party supplied specifications.

- I. The Somerset County Park Commission is to be considered an agency of the County entitled to participate in the contract(s) resulting from this bid.
- J. Results of all bids are posted on the County website.

2. BID SECURITY

The following provisions, *if indicated by an (x)*, shall be applicable to this bid and be made a part of the bidding documents:

A. **BID GUARANTEE**

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the County.

When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the County.

The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted.

The check or bond of the successful bidder shall be forfeited if bidder fails to enter into contract pursuant to statute. Failure to submit required guarantee shall be cause for rejection of the bid.

B. **CONSENT OF SURETY**

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the County stating that it will provide said bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, in performance security equal to the total amount of the contract, pursuant to statute.

Failure to submit this shall be cause for rejection of the bid.

C. **PERFORMANCE BOND**

Successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5. For multi-year contracts, the Performance Bond may be resubmitted each year on the Contract Anniversary Date for the amount remaining on the contract.

Failure to submit this with the executed contract shall be cause for declaring contract null and void pursuant to N.J.S.A. 40A:11-22.

D. **LABOR AND MATERIAL (PAYMENT) BOND**

The successful bidder shall with the delivery for the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

E. **MAINTENANCE BOND**

Upon acceptance of the work by the County, the contractor shall submit a maintenance bond (N.J.S.A. 40A:1-16.3) in an amount not to exceed 100% of the project costs guaranteeing against defective quality of work or materials for the period of:

- 1 Year
 2 Years

3. PREPARATION OF BIDS (PRICING INFORMATION AND FORMS)

A. (1) The County of Somerset is exempt from any local, state or federal sales, use or excise tax. Somerset County will not pay for New Jersey State Sales and Use Tax that are included in any invoices. Somerset County will not pay service charges such as interest and late fees.

(2) The County of Somerset or any of its offices and divisions will not complete credit applications as a result of contract(s) resulting from award based on these specifications.

The County of Somerset is rated by:
Standard & Poor's Rating Group: AAA
Moody's Investors Services: Aaa
Dun and Bradstreet

B. Bids shall be ***signed in ink*** (Original Signature Required) by the bidder, all quotations shall be made with a typewriter/computer or pen and ink. Any quotation showing any erasure alteration must be initialed by the bidder in ink. Unit prices and totals are to be inserted in spaces provided.

C. Failure to sign and give all information in the bid may result in the bid being rejected.

D. *Estimated Quantities* (Open-Ended Contracts, Purchase as Needed) The County has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. *NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.*

E. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net including any charges for packing, crating, containers etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the County. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendor's convenience when a single shipment is ordered.

F. Any bidder may withdraw his bid at any time before the time set for receipt of bids. No bid may be withdrawn in the 60 day period after the bids are received.

G. All forms shall be completed and attached to the bid proposal. *BIDDER IS ALERTED TO THE BID DOCUMENT CHECKLIST PAGE.*

H. Results of all bids are posted on the County website www.co.somerset.nj.us

4. FIRM FIXED CONTRACT

This is a firm fixed contract, prices firm, FOB Somerset County locations. No price escalation. The vendor shall void the contract and permit Somerset County to solicit open market pricing should any price increase or surcharge be imposed.

5. INTERPRETATIONS AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the County. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Purchasing Agent. In the event the bidder fails to notify the County of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
- C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, *addressed to the Purchasing Agent, referencing the Contract Name and Contract Number in the subject line,* at PurchasingDiv@co.somerset.nj.us. In order to be given consideration, written requests for interpretation and or clarification must be received at last three (3) business days prior to the date fixed for the opening of the bids.
- D. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder by completing the Acknowledgement of Receipt of Addenda form. The County's interpretations or corrections thereof shall be final.

Pursuant to N.J.S.A. 40A:11-23(c)(1) when issuing addenda, the owner shall provide required notice prior to official receipt of bids to any person who has submitted a bid or who has received a bid package. They will be sent via electronic transmissions to those known recipients of the bid specifications.

- E. Discrepancies in Bids
 - 1. If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
 - 2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit price shall prevail. In the event there is an error of the summation of the extended totals, the computation by the County of the extended totals shall govern.

6. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. Brand names and or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and explained by the bidder on a separate sheet and submitted with the bid proposal form. Vendor's literature ***will not*** suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that materials as described in the proposal be delivered.
- C. It is the responsibility of the bidder to demonstrate the equivalency of goods and services offered. The County reserves the right to evaluate equivalency of a product which, in its deliberations, meets its requirements.
- D. In submitting its bid, the bidder certifies that the goods or services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the County harmless from any damages resulting from such infringement.

- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
- F. Wherever practical and economical to the County, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.
- G. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

7. METHOD OF CONTRACT AWARD

- A. The County reserves the right to accept or reject any or all bids, to waive identified irregularities and technicalities, and to award in whole or in part to the lowest responsible bidder, if it is in the best interest of the County to do so. Without limiting the generality of the foregoing, any bid which is incomplete, obscure, or irregular may be rejected, any bid having erasures or corrections in the price sheet may be rejected, any bid in which unit prices are omitted, or in which unit/total prices are unbalanced, may be rejected, any bid accompanied by any insufficient or irregular certified check, cashier's check or bid bond may be rejected.
- B. The County further reserves the right to award each item separately to the lowest responsible bidder meeting specifications or to make an award based on the total bid to the bidder whose total sum is the low bid meeting the specifications, whichever in the awarding authorities' opinion is in the best interest of the County. Without limiting the generality of the foregoing, the County reserves the right to award a contract based on either option that may be described in the bid proposal or based on any combination thereof.
- C. The County may also elect to award the contract on the basis of unit prices.
- D. The County reserves the right to award equal or tie bids at their discretion to any one of the tie bidders.
- E. Should the bidder, to whom the contract is awarded, fail to enter into a contract, the County may then, at its option, accept the bid of the next lowest responsible bidder.
- F. The effective period of this contract will be two years unless otherwise noted in the specifications. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the County reserves the right to cancel this contract.
- G. The form of contract shall be submitted by the County to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the County; material exceptions shall not be approved.
- H. Government entities are not private business/consumer clients; therefore, separate company agreements are not honored. Terms of the specifications/bid package prevail unless otherwise noted by the vendor as exceptions.

8. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;

D. The bid is inappropriately unbalanced;

E. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the County may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

9. **NEW JERSEY PREVAILING WAGE ACT (When Applicable) N.J.S.A. 34:11-56.25 et seq.** Pursuant to N.J.S.A. 34:11-56.25 et seq, contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at http://lwd.dol.state.nj.us/labor/wagehour/wagerate/wage_rates.html.
10. **THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT–N.J.S.A. 34:11-56.48 et seq.** N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act (N.J.S.A. 34: 11-56.25, et seq.) It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute (N.J.S.A. 34:11-56.25(5)). The term means:

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."
- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor and Workforce Development with a full and accurately completed application form. The form is available online at http://lwd.dol.state.nj.us/labor/wagehour/regperm/pw_cont_reg.html.

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate or registration.

11. NON-COLLUSION AFFIDAVIT – N.J.S.A. 52:34-15

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted intact with the proposal.

12. NEW JERSEY ANTI-DISCRIMINATION – N.J.S.A. 10:2-1

There shall be no discrimination against any employee engaged in the work required to produce the goods and services covered by any contract resulting from this bid, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this bid.

13. MANDATORY EEO/AFFIRMATIVE ACTION EVIDENCE – N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17-27 et seq.

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included as attachment A in this specification.

1. Goods, Professional Services and Service Contracts

Each 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:

- i. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the letter must be provided by the vendor to the Public Agency and Division. This approval letter is valid for one year from the date of issuance.
- ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency 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
- iii. The successful bidder shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of New Jersey" www.state.nj.us/treasury/contract_compliance

2. Construction Contracts

All successful contractors shall complete and submit an Initial Project Manning Report (AA201-available on-line at www.state.nj.us/treasury/contract_compliance upon notification of award. Proper completion and submission of this Report shall constitute evidence of the contractor's compliance with the regulations. Failure to submit this form may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Department of LWD and to the Public Agency.

14. AMERICANS WITH DISABILITIES ACT OF 1990 – 42 U.S.C. S121 01 et seq.

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included in this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the County harmless.

15. WORKER AND COMMUNITY RIGHT TO KNOW ACT – N.J.S.A. 34:5A-1 et seq.

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C. 5:89-5 et seq.).

All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s). (N.J.A.C. 8:59-5) or adhere to the requirements of The Globally Harmonized System of Classification and Labeling of Chemicals (GHS) and the U.S. Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (HCS) as outlined in the Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations as adopted in the final rule by DEPARTMENT OF LABOR, Occupational Safety and Health Administration, 29 CFR Parts 1910, 1915, and 1926, {Docket No. OSHA-H022K-2006-0062, (formerly Docket No. H022K)}, RIN 1218-AC20, Hazard Communication. Further, all applicable documentation must be furnished.

16. STATEMENT OF CORPORATE OWNERSHIP – N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the bid or accompanying the bid for the corporation, partnership, limited partnership, there is submitted to the County a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership. Limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. This form shall be signed and submitted with the bid/proposal whether or not a stockholder or partner owns less than 10% of the business submitting the bid. Failure to comply requires mandatory rejection of the bid/proposal.

17. INSURANCE AND INDEMNIFICATION

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the owner in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The contractor further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss occurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided with the owner named as additional insured.

A. Insurance Requirements

Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in full force during the life of this contract by the bidder covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:35-1.6. Minimum Employer's Liability \$1,000,000.00

General Liability Insurance

This insurance shall have limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily injury and \$3,000,000.00 aggregate for property damage, and shall be maintained in force during the life of the contract.

Automobile Liability Insurance

This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily injury and \$3,000,000.00 each accident for property damage, shall be maintained in force during the life of this contract by the bidder.

B. Certificates of the Required Insurance

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the OWNER as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the OWNER as an additional insured.

C. Indemnification

The Contractor agrees to indemnify and save harmless the County, its officers, agents and employees, from all claims, suits or actions, and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from:

- a) negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract; and,
- b) the use of any copyrighted or copyrighted composition, valid trademark, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.

Somerset County will not accept Mutual Limitation of Liability terms.

18. PAYMENT

Payment will be made after a properly executed County voucher has been received and formally approved on the voucher list by the Board of Chosen Freeholders at its subsequent regular meeting. The voucher will be certified correct by the department/division head who received the goods or services.

19. TERMINATION

A. If, through any cause, the contractor shall fail to fulfill in a timely manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the County shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the County of any obligation for balances to

the contractor of any sum or sums set forth in the contract. Somerset County will pay for goods and services accepted prior to termination.

- B. Notwithstanding the above, the contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the contractor and the County may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the County from the contractor is determined.
- C. The contractor agrees to indemnify and hold the County harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the County under this provision.
- D. In case of default by the contractor, the County may procure the goods and services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the County reserves the right to cancel the contract.
- F. It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, novation, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to the new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any changes shall be approved by the County.
- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the County.
- H. The County may terminate the contract for convenience by providing sixty (60) calendar days advanced notice to the contractor.
- I. The contractor 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 available to the New Jersey Office of the State Comptroller upon request.
- J. For contracts that exceed one year, each fiscal year payment obligation of the County is conditioned upon the availability of Somerset County funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the bidder awarded the contract (contractor) hereunder, whether in whole or in part, the County at the end of any particular fiscal year may terminate such services. The County will notify the contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the County to terminate the contract during the term, or any service hereunder, merely in order to acquire identical services from another contractor.
- K. Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of a contract if the fulfillment of any term or provision of the contract is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of the contract is delayed or prevented by any court order, or action or injunction or other such agreement, the contract shall become voidable by Somerset County by notice to the parties.

20. ACQUISITION, MERGE, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owners(s) will be required to submit, when required, a performance bond in the amount of the open balance of the contract.

21. ADDITIONS/DELETIONS OF SERVICE

The County reserves the right to add and/or delete services to this contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally to the amount of service deleted in accordance with the bid price. Should additional services be required, payment to the Contractor will be increased proportionally to the amount of service added in accordance with the bid price.

22. Vendor's literature and/or pricing sheets will not be accepted in lieu of completing the proposal blank(s) set forth in these specifications.

23. Bidders shall not write in margins or alter the official content or requirements of the County bid documents.

24. SPECIFICATIONS

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of contract.

25. OWNERSHIP OF MATERIAL

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner may be required to be supplied on CD-ROM media compatible with the owner's computer operating system, windows based, Microsoft Office Suite 2010.

26. TRUTH IN CONTRACTING LAW

- N.J.S.A. 2C:21-34, et seq. governs false claims and representation. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

27. PROOF OF N.J. BUSINESS REGISTRATION CERTIFICATE N.J.S.A. 52:32-44

Pursuant to N.J.S.A. 52:32-44, Somerset County ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time of contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered in the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

28. PAY TO PLAY – NOTICE OF DISCLOSURE REQUIREMENT

Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

29. NON-PAYMENT OF PENALTIES AND INTEREST ON OVERDUE BILLS

Public funds may be used to pay only for goods delivered or services rendered. Somerset County will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the County to pay additional fees.

30. W-9

Successful bidder/respondent shall complete W-9 Form and submit to Purchasing prior to contract award. The form is available at the following link: www.irs.gov/pub/irs-pdf/fw9.pdf

31. Health Insurance Portability and Accountability Act of 1996-HIPAA (If Applicable)

Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information.

The Contractor shall:

- Not use or disclose protected health information other than as permitted or required by law
- Use appropriate safeguards to protect the confidentiality of the information
- Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the County harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

32. PUBLIC EMERGENCY

In the event of a Public Emergency declared at the Local, State or Federal Level, if the County opts to extend terms and conditions of this bid, the contractor agrees to extend the terms and conditions of this bid, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original contractor cannot meet this requirement, the County may solicit the goods and/or services from any bidder on this contract.

33. The owner and the Contractor each bind themselves and their successors, executors, administrators, heirs and assigns and legal representatives of the other party respecting all covenants and agreements and obligations of this contract.

34. The terms of this Agreement shall be construed and interpreted, and all respective rights and duties of the parties shall be governed by the laws of the State of New Jersey.

35. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.

SPECIFICATIONS

It is the purpose of these specifications to provide Somerset County Park Commission Golf Courses with contracts for Golf Maintenance Materials **including but not limited to Topdressing, Sand, Stone, Pea Gravel, Seed, Lime, Fertilizer, Chemicals and Agricultural Supplies** and to extend the contract(s) to the Somerset County Co-op Pricing System (#2-SOCCP) members on an as needed basis for a twelve month period.

Awards will be made on an item-by-item basis. Vendors may bid on any or all items listed.

The bidder shall indicate on the proposal page each item bid in variance with the specifications.

The manufacturer's label stating contents, percent active ingredients, percent inert ingredients, guaranteed analysis, formulation, particle size, particle composition, application rates and package size must be submitted at time of bid for each product that is in variance with the specifications. Failure to submit the manufacturer's label for each variance at time of bid may be grounds for rejection.

Seed varieties bid in variance with the bentgrass varieties specified will not be accepted.

Seed varieties bid in variance of those for all other species specified herein must be statistically equal. Failure of the variance's data to fall within the Least Significant Difference (LSD) of the specified variety's data for Mean Turfgrass Quality at the NJ1 or the NJ2 locations in the most recently completed National Turfgrass Evaluation Program (NTEP) tests shall be grounds for rejection.

Prior to award of contracts, the bidder may be required to submit at no cost to the County a sample consisting of one standard unopened bag/container of any item being bid. Failure to submit samples as requested shall be grounds for bid rejection.

The County reserves the right to submit samples to the State of New Jersey or a private testing laboratory for analysis.

Prior to award of contract the low bidder shall submit a MATERIAL SAFETY DATA SHEET (MSDS) from the manufacturer for each applicable product. Failure to supply said sheet within seven (7) days working days of request may be grounds for bid rejection. Bidders may elect to furnish a MATERIAL SAFETY DATA SHEET at the time of bid for each applicable product.

All chemical products delivered to the Somerset County Park Commission Golf Courses shall be labeled according to standards set forth by the New Jersey Department of Environmental Protection. Labels shall conform to the specific usage as indicated on each chemical bid specification.

All products shall be shipped F.O.B. destination as specified on order and prices shall remain firm for the full term of the contract.

It is understood by all parties that no guarantees are made as to items or quantities to be purchased, and that the prices shall prevail for the life of the contract regardless of the actual amount expended, whether more or less than the estimated quantities.

THIS IS A ONE YEAR CONTRACT, PRICES FIRM, F.O.B. COUNTY LOCATIONS. NO PRICE ESCALATION. THE VENDOR MAY VOID THE CONTRACT AND PERMIT THE COUNTY TO SOLICIT OPEN MARKET PRICING SHOULD ANY PRICE INCREASE OR SURCHARGE BE IMPOSED.

Vendors shall only make deliveries following specific authorization from each receiving area's supervisor as to the quantity, date and time for delivery. Purchase Order/Vouchers will be issued on an as needed basis.

Partial delivery of some items may be required at certain golf course locations. Some items may require delivery to be dropped at more than one site within an individual golf course location.

All items are required to have a corresponding delivery slip furnished to designated golf course personnel at time of delivery.

This contract shall be for one (1) year effective from date of award.

SOMERSET COUNTY PARK COMMISSION

East County Park
40 Reinman Road
Warren, NJ 07059
Gary Freuler
908-285-5610

Mountain View Park
141 Mountain View Road
Hillsborough, NJ 08844
Rick DeLeon
908-295-6945

Environmental Education Center
190 Lord Stirling Rd
Basking Ridge, NJ 07920
Carrie Springer
908-722-1200 x5324

Lord Stirling Stables
256 S. Maple Avenue
Basking Ridge, NJ 07920
Marge Margentino
908-722-1200 x5523

Green Knoll Golf Course & Tennis
587 Garretson Road
Bridgewater, NJ
Mike McGill
908-722-1200 x5437

Quail Brook Golf Course
625 New Brunswick Road
Somerset, (Franklin Township)
John Tom Marshall
908-722-1200 x5456

Spooky Brook Golf Course
582 Elizabeth Avenue
Somerset, (Franklin Township)
William Martin
908-722-1200 x5464

Warrenbrook Golf Course & Pool
500 Warrenville Road
Warren, NJ
Tammy Stephens
908-722-1200 x5474

Neshanic Valley Golf Course
1023 Opie Road
Neshanic Station, NJ
Andrew Hojnowski
908-722-1200 x5444

Merrill House
2277 South Branch Rd.
Neshanic Station, NJ 08853
Darrell Marcinek/Ed Highland
908-722-1200 x5423/5425

Buck Garden
11 Layton Rd
Far Hills, NJ 07931
Jim Avens
908-722-1200 x5622

Colonial Park Gardens, Lot F
156 Mettlers Rd
Somerset, NJ 08873
Shauna Moore/Surina Rashid
908-722-1200 x5727

North Branch Park
355 Milltown Road
Bridgewater, NJ 08873
Phil Petraglia
908-722-1200 x5298

Torpey Athletic Complex
202 Nimitz Street
Bridgewater, NJ 08807
Bob Disko/Dave Kuczynski
908-722-1200 x 5371/5372

Sellars Maintenance Building
301 Old York Road
Bridgewater, NJ 08808
Amy Stabile/Jason Bittner
908-722-1200 x5831/5829

PRODUCT LIST AND ESTIMATED QUANTITIES

Golf items:

ITEMS				QUANTITY
1)	P-40 Kiln-dried greens topdressing:			500 tons
	<u>Sieve</u>	<u>Weight</u>	<u>RET</u>	<u>AFS</u>
	6	0.00	0.00	0.00
	12	0.00	0.00	0.00
	20	1.02	1.97	238.84
	30	7.40	14.32	3683.78
	40	15.33	29.66	8898.99
	50	17.04	32.97	13188.86
	70	8.07	15.62	7807.66
	100	2.16	4.18	2925.70
	140	0.66	1.28	1277.09
	200	0.00	0.00	0.00
	270	0.00	0.00	0.00
	PAN	0.00	0.00	0.00
	Total	51.68	100.00	37.20
2)	GC-350 Dry Greens Topdressing Sand			400 tons
	Particle Size Analysis	Sieve	% retained	% passing
	Gravel 2mm	#10 mesh	0.0	100
	V. Coarse 1 mm	#18 mesh	0.3	99.7
	Coarse 0.5 mm	#35 mesh	26	73.7
	Medium 0.25 mm	#60 mesh	53.7	20
	Fine 0.10 mm	#100 mesh	18	2.0
	V. Fine 0.05 mm	#270 mesh	2.0	0.0
3)	GC-500 Dry Greens Topdressing 90-10 Sand:Humus			100 tons
	Particle Size Analysis	Sieve	% retained	% passing
	Gravel 2mm	#10 mesh	0.0	100
	V. Coarse 1 mm	#18 mesh	1.5	98.5
	Coarse 0.5 mm	#35 mesh	25.2	73.3
	Medium 0.25 mm	#60 mesh	54.8	18.5
	Fine 0.10 mm	#100 mesh	16.2	2.3
	V. Fine 0.05 mm	#270 mesh	1.4	0.9
4)	Damp topdressing sand (tees and fairways):			250 tons
	<u>Sieve</u>	<u>Weight</u>	<u>RET</u>	<u>AFS</u>
	6	0.00	0.00	0.00
	12	0.00	0.00	0.00
	20	0.70	0.99	118.63
	30	8.48	11.98	2395.14
	40	21.85	30.86	9257.17
	50	26.52	37.45	14980.93
	70	10.39	14.67	7336.53
	100	2.59	3.66	2560.37
	140	0.28	0.40	395.42
	200	0.00	0.00	0.00
	270	0.00	0.00	0.00
	PAN	0.00	0.00	0.00
	Total	70.81	100.00	37.04
5)	60/40 divot mix			200 tons
	-Divot mix is 60% USGA spec sand and 40% mushroom soil. Soil is heat sterilized by direct heat then combined with sand. The mixture is then screened through a six mil. Screen			

6)	White bunker sand (specs below):	300 tons
	<u>Sieve</u> <u>Mesh</u> % retained	
	2.0 mm 10 <2%	
	<u>1.0</u> <u>18</u> <u><15%</u>	
	0.5 35	
	.25 60	
	.15 100	
	<u>.10</u> <u>140</u> <u>78-100%</u>	
	.05 270 <5%	
	Silt/clay Pan	
7)	5/8" clean drainage stone	25 tons
8)	3/8" clean "pea" gravel	25 tons
9)	3/4" clean drainage stone	25 tons
10)	Belgium Block curbing (grey color) -10"x 4"x 7"	300 blocks
11)	Delaware Blend Stone 1-1/2" x 3"	25 tons
12)	Echo 720	150 cases (2x2.5 gal)
	-chlorothalonil54%	
	-other ingredients46%	
	-contains 6 pounds of chlorothalonil per gallon	
13)	Quali-Pro Ipro 2SE	150 cases (2x2.5 gal)
	-iprodione23.8%	
	-other ingredients76.2%	
14)	Proplant	1 case (1x2 gal)
	-propamocarb hydrochloride66.5%	
	-other ingredients33.5%	
	-contains 6 lbs. active ingredient per gallon	
15)	Bayleton Flo	10 cases (2x2.5)
	Triadimefon43%	
	Other ingredients57%	
16)	Dimension 2EW	15 cases (2x2.5 gal)
	-dithiopyr24%	
	-other ingredients76%	
17)	Dylox 420 SL	5 cases (2x2.5 gal)
	-trichlorofon37.3%	
	-inert ingredients62.7	
18)	Mec Amine-D	30 cases (2x2.5 gal)
	-2,4-D30.56% 2.44 lbs/gallon	
	-dimethylamine salt of propionic acid8.17% 0.65 lbs/gallon	
	-dimethylamine salt of dicamba2.77% 0.22 lbs/gallon	
	-inert ingredients58.50%	
19)	Banvel herbicide	5 cases (2x2.5 gal)
	-dimethylamine salt of dicamba48.2%	
	-other ingredients51.8%	

20)	Barricade 4FL -prodiamine.....40.7% -other ingredients59.3%	10 gallon link pack
21)	Confront -triclopyr33% -clopyralid12.1% -other ingredients54.9%	1 case (4x1 gal)
22)	Chipco 26GT -Iprodione23.3% -inert ingredients76.7%	1 case (2x2.5 g)
23)	Enforce 75 WSP -imidacloprid75% -other ingredients25%	50 cases (4x4x1.6 lbs)
24)	Propensity 1.3ME -propiconazole14.3% -other ingredients85.7% -contains 1.3 lbs of active ingredient per gallon	1 case (4x1 gal)
25)	Terrazole 35% WP -etridiazole.....35% -inert ingredients65%	10 cases (6x2 lb)
26)	Mefanoxam 2 (R)-2-(2,6-dimethylphenylmethoxyacetyl amino)- propionic acid methyl ester.....25.1% inert ingredients.....74.9% contains 2 lbs A.I. per gallon	5 cases (2x1 gal)
27)	Tee 4.5L -thiophanate methyl46.2% -inert ingredients53.8% -contains 4.5 lbs thiophanate methyl per gallon	35 cases (2x2.5 gal)
28)	Acclaim Extra -fenoxaprop-p-ethyl propanoate.....6.59% -inert ingredients93.41% -equivalent to .57 lbs of pure fenoxaprop-p-ethyl per gallon	1 case (4x1 gal)
29)	Ference Insecticide -Cyantraniliprole18.66% -other ingredients81.34%	5 bottles (96 oz)
30)	Immuniphite 0-0-26 potassium phosphite 26% soluble potash (K20)	500 gal (bulk)
31)	Trimmit 2SC -paclobutrazol.....22.9% -other ingredients77.1% -contains 2 lbs active ingredient per gallon	5 cases (4x1 gal)
32)	Clarelle growth regulator -paclobutrazol.....22.9%	15 cases (4x1 gal)

33)	Sedgehammer -halosulfuron-methyl75% -other ingredients25%	1 case (10x1.33 oz)
34)	Ranger pro -glyphosate41% -other ingredients (including surfactant) ...59%	5 cases (2x2.5 gal)
35)	Pylex herbicide -Topramezone29.7% -othert ingredients70.3%	1 case (4x8 fl oz)
36)	Salt Rx -soluble potash5.0% -derived from Potassium citrate	5 cases (2x2.5 gal)
37)	GreenPig pigment additive	1 case (2x2.5 g)
38)	Torque Fungicide -Tebuconazole38.7% -other ingredients61.3%	10 cases (5x1 gal)
39)	Velocity -byspyribac-sodium80% -other ingredients20%	1 case (8x1 lb)
40)	Eject -quinclorac75% -inert ingredients25%	2 cases (6x1 lb)
41)	Chipco Signature -aluminum tris80% -inert ingredients20%	1 case (4x5.5 lb)
42)	Quicksilver -carfentrazone-ethyl21.3% -other ingredients78.7% -contains 1.9 lbs active ingredient per gallon	1 case (4x8 oz)
43)	ProStar 70 WP -flutolanil benzamide70% -inert ingredients30%	1 case (4x3 lb)
44)	Eon Bio 75% Humic Acid derived from leonardite	56 pails (22 lbs ea)
45)	Talstar insecticide -bifenthrin7.9% -inert ingredients92.1%	1 case (4x1 gal)
46)	Lexicon fungicide -fluxapyroxad14.33% -pyraclostrobin28.58%	4 cases (4x21oz)
47)	Heritage -azoxystrobin50% -other ingredients50%	6 cases (6x1 lb)

48) Tenacity -mesotrione – product range is 0.16-0.25 lbs A.I. per acre	1 case (4x1 gal)
49) Proxy -ethephon21.7% -other ingredients78.3%	5 cases (2x2.5 gal)
50) Lesco Wet wetting agent (bulk)	275 gallon tote
51) Lesco Wet wetting agent (cases)	15 cases (2x2.5 gal)
52) Emerald Fungicide -Boscalid70% -inert ingredients30%	5 drums (50 x.49 lb)
53) Primo Maxx -trinexapac-ethyl11.3% -inert ingredients88.7%	5 cases (2x1 gal)
54) Groom -trinexapac-ethyl11.3% -inert ingredients88.7%	20 cases (2x1 gal)
55) Bensumec 4LF -bensulide46% -inert ingredients54%	10 cases (2x2.5 gal)
56) Provaunt -indoxacarb30% -other ingredients70%	4 cases (8x10 oz)
57) Acelepryn -chlorantraniliprole18.4% -inert ingredients81.6%	5 cases (4x64 oz)
58) Secure Fungicide -fluazinam40% -other ingredients60%	2 cases (2x2.5 gal)
59) Cutrine Plus -Copper as elemental9% (Copper-Ethanolamine) -inert ingredients91%	1 case (2x2.5 gal)
60) Reward herbicide -Diquat dibromide37.3% -inert ingredients62.7%	1 case (2x2.5 gal)
61) Kabuto fungicide -Isfetamid36%	1 case (4x1 gal)
62) Phairway Water Treatment Amendment -100% MCDS (Monocarbamide dihydrogensulfate)	250 gallons
63) Segway fungicide -cyazofamid34.5% -other ingredients65.5%	1 case (12 x 39.2 oz)
64) Turflon Ester Ultra -triclopyr-3,5,6 – trichloro-2-pyridinyloxyacetic acid, butoxyethyl ester.... 60.45%	1 case (2x2.5 gal)

65)	Ronstar Flo	1 case (2x2.5 gal)
	-oxadiazon 34.1%	
	-inert ingredients 65.9%	
66)	Green-T Sugar Cal	15 cases (2x2.5 gal)
	-calcium (Ca)..... 10%	
	Derived from calcium acetate	
67)	Manganese 5% (flowable)	10 cases (2x2.5 gal)
	5% chelated Manganese	
	Derived from: Manganese Glucoheptonate Chelate	
68)	DefenseMan	5 cases (4x1.6 lb)
	-Mg.....0.5%	
	-Mn.....25%	
69)	PolyPhosphite 30 (0-0-27)	1000 gallons (bulk)
70)	Calphlex	10 cases
	-8% chelated calcium derived from calcium glucoheptonate	
71)	Green-T Impulse	1 case(2 x 2.5)
	-Amino Acid with Salicylic Acid derived from Urea Ammonium Nitrate	
72)	Triple Crown Insecticide	1 gallon
	-Zeta-Cypermethrin..... 2.7%	
	-Bifenthrin..... 7.87	
	-Imidacloprid 13.83%	
	-other ingredients 75.60	
73)	SMS 700 soil surfactant	25 cases (2x2.5)
	-99.5% polyether polyols	
	-0.5% water	
74)	Goose stopper repellent	1 case (2x2.5)
75)	PolyLast Bunker Liner	1 roll
76)	PennMulch seed activator	1 ton
77)	Zap defoamer	10 cases (3x1 pt)
78)	Lesco sol spray tank cleaner	1 case (12x2 lb)
79)	Rhapsody fungicide	10 cases (2x2.5 gal)
	Bacillus subtilis 1.34%	
	Other ingredients 98.66 %	
80)	Profile porous ceramic soil amendment (greens grade)	1 ton
81)	pHusion Calcitic Limestone– greens grade 125 SGN	1 ton
	Total Calcium..... 36.5%	
	Calcium Carbonate 91.25%	
	Calcium Oxide..... 51.10%	
	Total Magnesium 0.50%	
	Magnesium Carbonate 1.74%	
	Magnesium Oxide..... 0.83%	
	ENV 84.51%	
	TNV 88.73%	

82) Bagged MgCl (salt removal)	1 ton
83) Bagged rock salt	10 tons
84) Greens grade gypsum (80-100 SGN)	1 ton (bags)
85) Fairway grade gypsum (125-150 SGN)	1 ton (bags)
86) Erosion control futerra environet blanket 82"x135'	10 rolls
87) Bagged cold patch blacktop patch	1 pallet (56 bags)
88) Bagged concrete mix	1 pallet (56 bags)
89) Bagged mortar mix	1 pallet (56 bags)
90) Granular Fertilizer w/barricade (rough grade) 13-0-4 w/0.38 Prodiamine (215 SGN)	1 ton
91) Granular Merit (rough grade) 0-0-8 w/0.2% Merit (215 SGN)	1 ton
92) Propel soil conditioner (mix of humic acid and penetrant)	1 case (2x2.5 gal)
93) Hydration A-plus -penetrant, water holding agent and biocarbonate reducer	25 cases (2x2.5 gal)
94) FP-747 spray acidifying agent -phosphate Esters of Polyoxyethylene Glycol ..74.7% -solubilizers.....5.3% -Phosphoric acids2.0% -As adjuvants18%	1 case
95) Raider Plus spray additive	5 cases
96) FloThru A-plus penetrant and bicarbonate reducer	25 cases (2x2.5 gal)
97) Hydration Wetting Agent Tablets	1 case
98) Blue Poly tarps 40'x30'	10
99) 0-0-50 Sulfate of Potash – greens grade (125 SGN or smaller)	1 ton
100) Contec DG 7-14-14 greens grade fertilizer (75 SGN)	1 ton
Total Nitrogen (N) 7.00%	
4.91% Ammoniacal Nitrogen	
0.26% Urea	
0.76% Water Insoluble Nitrogen	
1.07% Other WIN	
Available Phosphate (P2O5) 14.00%	
Monoammonium phosphate	
Soluble Potash (K2O) 14.0%	
Potassium sulfate, sulfate of potash, magnesia	
Magnesium (Mg) 2.00%	
Sulfur (S) 9.92.0%	

101) 12-2-6 Nature Safe greens fertilizer (super fine grade 90-100 SGN) 3 tons

Total Nitrogen (N) 12%
6.0% ammoniacal nitrogen
5.6% Water Insoluble Nitrogen
0.4% Water Soluble Nitrogen
Available Phosphate (P2O5) 2%
Soluble Potash (K2O) 6%
Calcium (Ca) 2%
Sulfur (S) 8.0%

Derived from: Hydrolyzed feather meal, ammonium sulfate, meat meal, bone meal, sulfate of potash and blood meal

102) 10-0-8 Nature Safe greens fertilizer (super fine grade 90-100 SGN) 3 tons

Total nitrogen (N) 10%
0.25% Ammoniacal
9% Water Insoluble
0.75% Other Water Soluble N
Soluble Potash (K2O) 8%
Calcium (Ca) 1.0%
Sulfur (S) 3.0%

Derived from: Hydrolyzed feather meal, meat meal, blood meal, kelp extract and sulfate of potash

103) 20-0-5 mini fairway fertilizer 10 tons

Total nitrogen (N) 20%
1.12% ammoniacal nitrogen
18.88% urea nitrogen*
Available Phosphate (P2O5) 0%
Soluble Potash (K2O) 5%
Iron (Fe) 1%

Derived from: urea, ammonium phosphate, polymer coated Sulfur coated Urea, sulfate of potash, iron sucrate.

*14% slowly available nitrogen from polymer coated sulfur coated urea

104) 18-0-9 w/micros (fairway grade) 20 tons

Total nitrogen (N) 18%
1.17% ammoniacal nitrogen
16.83% urea nitrogen*
Available Phosphate (P2O5) 0%
Soluble Potash (K2O) 9%
*13.5 units poly-xpro polymer coated sulfur coated urea
Iron (Fe) 2%
Manganese (Mn) 1.7%
Boron (B) 0.12%
Copper (Cu) 0.12%
Zinc (Zn) 0.28%
Molybdenum (Mo) 0.00

- 105) 18-0-4 w/dimension (rough grade) 15 tons
- dithiopyr 0.13%
 - inert ingredients 98.7%
 - Total nitrogen (N)** 18%
 - .75% ammoniacal nitrogen
 - 24.25% urea nitrogen*
 - Available Phosphate (P2O5)** 0%
 - Soluble Potash (K2O)** 4%
 - Derived from:** polymer coated sulfur coated urea, urea, ammonium phosphate, muriate of potash.
 - Chlorine (Cl)**..... 3.75%
 - *6.75% slowly available urea nitrogen from polymer coated sulfur coated urea
- 106) OCEANGRO organic fertilizer (bagged) 20 tons
- analysis is 5-5-0
 - non-burning, slow release organic fertilizer
 - "exceptional quality" meaning that it "poses no reasonable risk to the environment or human health" – EPA
- 107) 12-24-12 w/3.5% Siduron (rough grade) 2 tons
- Siduron 3.5%
 - other ingredients 96.5%
 - Total nitrogen (N)** 12%
 - 9.39% ammoniacal nitrogen
 - 2.61% urea nitrogen
 - Available phosphate (P2O5)**..... 24%
 - Soluble potash (K2O)** 12%
 - Plant foods derived from ammonium phosphate, urea and potassium chloride
 - Chlorine (Cl) max** 10.14%
- 108) 18-24-12 professional turf fertilizer (rough grade) 1 ton
- Total nitrogen (N)** 18%
 - 9% ammoniacal nitrogen
 - 9% urea nitrogen*
 - Available phosphate (P2O5)**..... 24%
 - Soluble potash (K2O)** 12%
 - Sulfur (S) total** 4.85%
 - 2.7% free sulfur
 - 2.15% combined sulfur
 - Derived from:** poly coated sulfur coated urea, ammonium phosphate, Sulfate of potash, muriate of potash.
 - Chlorine (Cl) max** 4.5%
 - *8.1% slowly available nitrogen from Lesco poly plus sulfur coated urea
- 109) 10-20-15 starter fertilizer – fairway grade (150 SGN) 1 ton
- 20% SCU with 2% iron
 - Total nitrogen (N)**
 - urea nitrogen 7.2%
 - sulfur coated urea 2.0%
 - ammoniacal nitrogen 0.8%
 - Total Phosphorous**
 - mono ammonium phosphate 20%
 - Total Potassium**
 - soluble potash 15%
 - Iron Sulfate**
 - ferrous oxy-sulfate 2%

- 110) Early Bird 3-0-1 (Granular fertilizer) 1 ton
Total Nitrogen (N) 3%
3% Water Insoluble Nitrogen
Soluble Potash (K20) 1%
Derived from: Oil Seed Meal, Kelp Extract and Composted Poultry Litter
- 111) Contec DG10% Ca, 10% Mg, 6% Mn (greens grade 100 SGN) 1 ton (bags)
-product needs to contain the above nutrients with minimal amount of Sulfur and Chlorine
- 112) 12-0-0 w/5% sulfur, 6% iron, 2% manganese, 0.25% magnesium 1 case (2x2.5 gal)
Total Nitrogen (N) 12%
12% urea nitrogen
Sulfur (S) 5%
Iron (Fe) 6%
Manganese (Mn) 2%
Magnesium (Mg) 0.25%
Derived from: urea, ferris sulfate, manganese, magnesium glucoheptonate (chelated).
Weight per gallon = 12 lbs
- 20-0-0 (bulk for fertigation system and totes) 10,000 gallons
Total Nitrogen (N) 20%
1.0% ammoniacal nitrogen
19% urea nitrogen
Derived from: urea, ammonium thiosulfate
- 113) Shaws 30-0-10 fertilizer w/.222% Dimension; .067 Acelepryn (150SGN) 1 ton
- 114) Shaws 0-0-7 fertilizer w/.167% Dimension; .067% Acelepryn (230SGN) 1 ton
- 115) Harrells micro greens grade ammonium sulfate fertilizer 1 ton
Total N 17%
6.29% ammoniacal Nitrogen
3.4% other water soluble Nitrogen
4.93% urea Nitrogen
2.38% water insoluble Nitrogen
19% Soluble Potash
13.766% Sulfur
0.179% Iron
Derived from: Methylene DiUrea, Sulfate of Ammonia, Sulfate of Potash, Urea, Ferric Oxide, Ferrous Sulfate
- 116) Duplex wetting agent 1 case (2x2.5)
-proprietary blend of surfactants 17%
-sequestering agent 7%
-total 24%
- 117) L-93 creeping bentgrass (certified seed) 500 lbs
- 118) Declaration creeping bentgrass (certified seed) 25 lbs
- 119) Blugrass/Ryegrass seed mix (certified seed) 5000 lbs
20% Impact Kentucky Bluegrass
20% Limousine Kentucky Bluegrass
20% Wildwood Kentucky Bluegrass
40% Trifecta II Ryegrass blend-GLSR

120) Fine Fescue seed (certified seed) 50% MX-86 Sheeps Fescue 50% Rescue Hard Fescue	1000 lbs
121) Turf type tall fescue seed (certified seed)	1000 lbs
122) Trifecta II GLSR Ryegrass seed (certified seed) -blend of Exacta II, Charismatic II and Secretariat – all GLSR	1000 lbs
123) Kentucky Bluegrass seed (certified seed) 40% Impact Kentucky Bluegrass 30% Limousine Kentucky Bluegrass 30% Wildwood Kentucky Bluegrass	1000 lbs
124) Lesco Fertilizer spreader model 101186 -80 lb capacity with deflector shield	1
125) 1" x 100' syringe hose	2
126) ¾" x 100' syringe hose	2
127) Metal Sod staples 1" x 6" (1000 count)	2 boxes
128) TreeGator watering bags – 15 gallon capacity	10
129) Crystal Water Softener Salt (40 lb bags)	1 pallet
130) Lesco Bee and Wasp Spray	5 cases (12 cans/cs)

Parks, Hort, Stables:

131) Athletic field damp topdressing- 30% course sand/ 70% leaf compost	250 tons
132) Athletic field damp topdressing – 85% USGA sand/ 15% peat moss	250 tons
133) Compass "0" -trifloxystrobin 50% -Diatomaceous earth..... 10%	1 pint
134) Indicate 5 -Alkyl Aryl Ethoxylates and Water Conditioning agents.....80%	1 gallon
135) Neem oil -vegetable oil triglyceroides..... 100%	1 case (12 pints/cs)
136) Forbid -spiromesifen 45.2% -other ingredients 54.8%	24 oz
137) Folicur® 430 SC Fungicide <u>Ingredients:</u> Tebuconazole [Cas No: 107534-96-3] – 430 (g/l) <u>Other ingredients</u> , including wetting and suspending agents and water – 690 (g/l)	1 case
138) Honor Guard PPZ, Turf & Ornamental Fungicide <u>Active Ingredients:</u> Propiconazole: 1-[[2-(2,4-dichlorophenyl)-4-propyl-1, 3-dioxolan-2-yl]-1H-1,2,4-triazole..... 14.3%	1 case

Inert Ingredients: 85.7%
Total: **100.0%**

- 139) Mavrik Aquaflow, Insecticide/Miticide 1 case
Active Ingredient:
 Tau-fluvalinate (Cas No: 102851-06-9)... 22.3%
Other Ingredients: 77.7%
Total: **100.0%**
 Mavrik Aquavlow is a flowable formulation containing 2 pounds tau-fluvalinate per gallon (240 g/L)
- 140) Roundup QuickPro, Herbicide 8 cases
Active Ingredients:
 *Glyphosate, N-(phosphonomethy) glycine
 in the form of its ammonium salt 73.3%
 Diquat dibromide [6,7 - dihydrodipyrdo
 (1,2-a:2',1'-c) pyrazinedium dibromide].. 2.9%
Other Ingredients: 23.8%
- 141) Soil Moist™ synthetic acrylic polyacrylamide with a potassium salt base 2 cases (3lb. jug)
- 142) Neptune Fish/Seaweed 5 cases (4x1 gal)
 -hydrolyzed fish and seaweed 100%
- 143) 20-20-20 water soluble fertilizer (25 lb can) 8 cans
- 144) Conserve SC miticide – Spinosad A&D 11.6% 3 quarts
- 145) Avid Miticide – Abamectin 2% 3 quarts
- 146) Garlon 4 Herbicide 1 gallon
 -triclophyr 3,5,6 trichloro-1 pyridinloxacetic acid 60.45%
- 147) Prophecy 0.72 G DG Pro (25 lb bag) 1 bag
- 148) Caravan G (Heritage + Meridian) (30 lb bag) 1 bag
- 149) Fame G (fluoxastrobin) (25 lb bag) 1 bag
- 150) Headway G (Heritage + Banner maxx) (30 lb bag) 1 bag
- 151) Heritage G (30 lb bag) 1 bag
- 152) Pillar G (Insignia + Triton) (30 lb bag) 1 bag
- 153) Subdue GR (25 lb bag) 1 bag
- 154) Daconil G (20 lb bag) 1 bag
- 155) Bayleton (15 lb bag) 1 bag
- 156) Eagle 0.62G (25 lb bag) 1 bag
- 157) 3336 G (30 lb bag) 1 bag
- 158) Dylox (30 lb bag) 1 bag
- 159) 8-2-4 Granular Concern Weed Prevention Plus for Lawn Care 500 lbs
 -82% corn gluten meal, 8% nitrogen, 2% phosphate, 4% potash – will not burn
 -homogeneous pellet for uniform distribution – up to 90% effective control first year
- 160) Bradfield Organics Luscious Lawn fertilizer 20 bags (40 lb bags)
 Granulated corn gluten 9-0-0
Total Nitrogen (N).....9%
 0.001% nitrate nitrogen
 0.012% ammoniacal nitrogen
 8.987% water-insoluble nitrogen
 (nitrogen 9% organic(9% natural))

161) Rose Tone	50 bags (18 lb bags)
0.3% Ammoniacal Nitrogen	
1.1% Water soluble N	
3.6% Water insoluble N	
Phosphate 3.0%	
Soluble potash 2%	
Calcium 3%	
Magnesium 0.5%	
Sulfur 2%	
162) Snapshot DG	20 bags (250 lbs)
-Trifluralin	2%
-Isoxaben	0.5%
-Other	97.5%
163) Ultra Epsom salt (coarse)	3 bags (55 lb bags)
164) Bagged Calcium Chloride flakes	80 bags (50 lb bags)
165) Krylon Industrial Line-up Water-based Athletic Field Striping Paint – fast drying, latex paint (5 gallon pails) WHITE	120 pails
166) Bekaert Co, 4"x2" Galvanized Welding Fabric fence, 14Ga x 14Ga -48" height x 100' length	25 rolls
167) 3/8" crushed clean stone	10 tons
168) 3/8" red stone	10 tons
169) Playground mulch	150 yards
170) Double Ground Hardwood Mulch	600-800 cubic yards
-Mulch is to be produced only from vegetative materials which include tree stumps, limbs, trunks, and brush, i.e. shrubs with the finished material passing through 1½ inch. screens. Absolutely no herbaceous plant material, yard waste/landscape Debris, pallet wood, scrap or pressure treated lumber or demolition material may be used in this product. Must supply sample with bid.	
171) Shredded Leaf compost	100 yards
172) Equine Pasture Seed Mix	500 lbs
30% Kentucky Bluegrass	
20% Timothy (improved)	
20% Perennial Ryegrass	
20% Tall Fescue (low endophyte, safe for horses)	
10% Ladino Clover	
173) Synthetic Field Crumb-rubber infill (black)	10 tons
-must be rated for athletic fields	
174) DuraEdge Classic Infield Mix	1 ton
-mix shall be clean, dry clay mixed with washed mason-type sand resulting in a weed-free mixture that is reddish brown in color having a yield of 1.35 tons per cubic yard when placed loose or 1.5 tons per cubic yard when compacted 85-90% on a Standard Proctor Test (ASTM D 689-07). Analysis:	

- total sand content shall be 70-75%
- combined amount of sand retained on the medium, coarse and very coarse sieves shall be greater than or equal to 50%
- combined amount of silt and clay shall be 25-30%
- ratio of silt divided by clay, otherwise known as SCR, shall be 0.5-1.0
- no particles greater than 3 millimeters
- equal to or less than 5% of particles shall be retained on the 2 millimeter

175) Dura Edge ProSlide 6x30 topdressing		1 bag
Sieve Designation	%passing	
#4	100	
#6	100	
#8	80-90	
#16	18-32	
#30	0-1	
#50	0-1	
#100	0-1	
Pan	0	

- | | |
|---------------------------------------|----------|
| 176) Dura Edge Collegiate infield mix | 100 tons |
|---------------------------------------|----------|
- total sand content shall be 65-69%
 - combined amount of sand retained on sieves shall be greater than or equal to 45%
 - combined amount of silt and clay shall be 31-35%
 - ratio of silt divided by clay (SCR) shall be 0.5-1.0
 - no particles greater than 3 millimeters
 - equal to or less than 5% of particles shall be retained on the 2 millimeter

- | | |
|-------------------|----------|
| 177) DuraEdge Pro | 100 tons |
|-------------------|----------|
- DuraEdge Pro is an engineered soil product which is mechanically mixed offsite in a controlled environment using a pugmill-type mixer. The process ensures thorough mixing of the sand and clay components to exact specifications. Mix shall be clean, dry clay mixed with washed mason-type sand resulting in a weed-free mixture that is reddish-brown in color having a yield of 1.35 tons per cubic yard and possessing the following particle size analysis:
 - total sand content shall be 58-62%
 - combined amount of sand retained on the medium, coarse and very coarse sieves shall be 38-45%
 - combined amount of silt and clay shall be 38-42%
 - ratio of silt divided by clay shall be 0.5-1.0
 - no particles greater than 3 millimeters
 - equal to or less than 5% of particles shall be retained on the 2 millimeters

- | | |
|-------------------------------------|----------|
| 178) Dura Pitch (bagged mound clay) | 100 tons |
|-------------------------------------|----------|
- DuraPitch Premium Mound Clay is an engineered soil product which is mechanically mixed offsite in a controlled environment using a pugmill-type mixer. This process ensures thorough mixing of the sand and clay components to exact specifications. Pitching mound and batter's box clay is clean, dry clay mixed with washed mason-type sand resulting in a weed-free mix that is reddish brown in color having a yield of 1.75 tons per cubic yard and possessing the following particle size analysis:
 - total sand content shall be 15-28 percent.
 - the overall clay content shall be greater than 30 percent.
 - the ratio of silt divided by clay, otherwise known as the SCR, shall be 0.75 – 1.25

179) Dura Trax 10 tons

-DuraTrax is an engineered product which is mechanically mixed offsite in a controlled environment using a pugmill-type mixer. This process ensures thorough mixing of the sand and clay components to exact specifications. Warning Track shall be clean, crushed brick mixed with #10 limestone resulting in a mix that is reddish brown in color, having a yield of 1.3 tons per cubic yard and possessing the following particle size analysis:

Sieve Designation	Range of % passing
3/8"	100
No. 4	90-100
No. 8	60-78
No. 16	42-55
No. 30	20-40
No. 50	8-20
No. 100	5-12
No. 200	0-5

180) Screened "clean" topsoil 25 tons

181) Screened topsoil (**DOT approved**) 25 tons

-Provide topsoil containing no stones, lumps, roots, or similar objects larger than 2 inches in any dimension. Ensure that topsoil meets the following quality standards:

1. Unacceptable Topsoil Sources. Do not obtain topsoil from the following sources:

1. Areas containing chemically contaminated soils.
2. Areas from which the original surface has been stripped or covered over, such as borrow pits, open mines, demolition sites, dumps, and landfills.
3. Wet excavation.
4. Acid producing soils.

2. pH. Provide topsoil that conforms to the pH requirements specified in Table 917.01-1 when tested according to ASTM D 4972.

Table 917.01-1 Requirements for pH of Topsoil

pH Range Acceptability/Remediation

pH < 4.1 Topsoil is unacceptable.

4.1 ≤ pH < 5.8 Add pulverized lime to increase the pH to 6.5 before use.

5.8 ≤ pH < 7.0 Topsoil is acceptable. No remediation needed.

7.0 ≤ pH < 7.2 Decrease pH to at least 6.8 before use.1

pH ≥ 7.2 Topsoil is unacceptable.2

1. Obtain Departmental approval of remediation method to lower pH.
2. The Department may approve the use of existing topsoil stripped from the Project Limits with a pH greater than 7.2.
3. Organic Content. Ensure that topsoil has a minimum organic content of 2.75 percent by weight. If the organic content is less than 2.75 percent, increase the organic content by adding soil additives, as specified in 917.02, at a rate necessary to attain the minimum organic content. The Department will determine the organic content of soils according to AASHTO T 194, except that the sample is to be taken from oven-dried soil passing a No. 10 sieve.
4. Gradation/Particle Size. Provide topsoil conforming to the particle size requirements in Table 917.01-2 and that has no more than 20 percent retained on a No. 10 sieve when mechanically graded. The Department will determine the particle size distribution for the portion of the topsoil passing the No. 10 sieve using hydrometer analysis according to AASHTO T 88.404

Table 917.01-2 Particle Size Distribution for Topsoil Particle Size Percent

Sand (2.0 mm to 0.05 mm) 40 - 80

Silt (0.05 mm to 0.005 mm) 0 - 30

Clay (0.005 mm and smaller) 10 - 30

If more than 50 percent of the sand portion is larger than 0.5 millimeters, the allowable range for clay is 15 to 30 percent.

- 182) Bonide Mancozeb flowable with zinc concentrate 1 pint (16 per case)
Active ingredients:
Manganese 7.4%
Zinc 0.9%, Ethylene biocarbonate ion 28.7%
- 183) Liquid Fence Deer and Rabbit Repellent Concentrate 1 gallon container
Active ingredients
Putrescent egg solids..... 17.5%
Garlic..... 5.9%
Sodium Lauryl sulfate 2.2%
- 184) Messinas Deer Stopper Concentrate 2.5 gallon container
Active ingredients
Putrescent whole egg solids..... 14.46%
Rosemary oil 2.04%
Mint oil 1.36
- 185) Bumper Crop Soil Builder 2 cu ft. bag
Includes: Worm castings, Lobster and Crab Shells, Kelp Meal,
Dehydrated Poultry Manure, Spagnum Peat Moss, Composted Cow
Manure, Aged Bark, Dolomitic Lime
- 186) Bumper Crop Gardeners Gold Potting Soil 2 cu ft. bag
Includes: Bark Fines, Peat Moss, Chicken Manure, Worm Castings,
Perlite, Bat Guano
- 187) Pro-mix BX +m 3.8 cu ft. compressed
Active ingredients:
Sphagnum Peat Moss (75-85%), perlite, vermiculite, limestone, wetting agent.

**COUNTY OF SOMERSET
BID DOCUMENT CHECKLIST**

**Required
With
Bid**

**Read, Signed
& Submitted
Bidder's Initial**

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

- Stockholder Disclosure Certification _____
- Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued) _____
- Required Evidence EEO/Affirmative Action Regulations Questionnaire _____
- Non-Collusion Affidavit _____
- Bid Guarantee (bid bond or certified/cashier's check) _____
- (with Power of Attorney for full amount of Bid Bond) _____
- Consent of Surety (Certificate from Surety company) _____
- Surety Disclosure Statement and Certification _____
- Performance Bond _____
- Labor and Material (Payment) Bond _____
- Maintenance Bond _____
- Disclosure of Investment Activities in Iran- Submit with bid response _____

B. MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED

- Business Registration Certificate – Bidder – Prefer with Bid Response. Required by Law prior to award of contract _____
- Business Registration Certificate – Designated Subcontractor(s) – Prefer with Bid Response. Required by Law prior to award of contract _____
- Public Works Contractor Registration Certificate(s) for the Bidder and Designated Subcontractors (Prior to Award, but effective at time of bid) _____
- License(s) or Certification(s) Required by the Specifications _____

C. FAILURE TO SUBMIT ANY OF THESE ITEMS AT TIME OF BID MAY BE CAUSE FOR REJECTION

- Three (3) references for similar projects _____
- Authorization for Background Check _____
- Catalog/Price List _____
- Product Samples _____
- Certification of Available Equipment _____
- Other: CD or USB flash drive with PDF of Bid Response along w/Printed Copies (ref page 1) CD and/or USB flash drive must be labeled with the bidder's name _____
- Other: _____

D. READ ONLY

Americans With Disability Act of 1990 Language _____

E. OPTIONAL ITEM(S)

- County Cooperative Contract Option _____

This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specifications requirements and does not relieve the bidder of the need to read and comply with the specifications.

Name of Bidder: _____ Date: _____

By Authorized Representative:

Signature: _____

Print Name & Title: _____

**COUNTY OF SOMERSET
BID PROPOSAL FORM**

**TO THE COUNTY OF SOMERSET
 BOARD OF CHOSEN FREEHOLDERS:**

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the bid and agrees, if this bid is accepted, to furnish and deliver services per the following:

Golf Course Maintenance Materials Spreadsheet									
Bidder Company Name – This is the name of the bidding company. Insert the name on every row for record identification.									
Pkg for Unit - This is the packaging which the item is sold in. In other words how the item is commonly sold. For example if the item is sold by the case this column would show “case”, if sold by the box this column would show “box” or if the item is sold individually this column would show “each”.									
Qty per Unit – The count of how many items found in the “Pkg for Unit”									
Total Units Bid – This is how many packages “Pkg for Unit” needed to meet the bid requirement									
Price per Unit – This is the price for each “Pkg for Unit”									
Total Price – This is the “Total Units Bid” * “Price per Unit” = Total Price									
Brand Bidding - When the brand is different then specified in the description, use this column to specify the brand name.									

ITEM	ESTIMATED QUANTITY *	DESCRIPTION	Bidder Company Name	Pkg for Unit	Qty per Unit	Total Units Bid	Price per Unit	Total	Brand Bidding
1	500 tons	P40 Kiln Dried green topdressing							
2	400 tons	GC-350 dry greens topdressing							
3	100 tons	GC-500 90-10 dry greens topdressing							
4	250 tons	Damp sand tee/fwy topdressing							
5	200 tons	60/40 divot mix							
6	300 tons	White bunker sand							
7	25 tons	5/8" clean drainage stone							
8	25 tons	3/8" clean pea gravel							
9	25 tons	3/4" clean drainage stone							

ITEM	ESTIMATED QUANTITY *	DESCRIPTION	Bidder Company Name	Pkg for Unit	Qty per Unit	Total Units Bid	Price per Unit	Total	Brand Bidding
10	300 blocks	Belgium Block curbing (grey) 10"x4"x7"							
11	25 tons	Delaware blend stone 1-1/2" x 3"							
12	150 cases	Echo 720							
13	150 cases	Quali-Pro Ipro 2SE							
14	1 case	Proplant							
15	10 cases	Bayleton Flo							
16	15 cases	Dimension 2EW							
17	5 cases	Dylox 420SL							
18	30 cases	Mec amine-d							
19	5 cases	Banvel							
20	10 gal link	Barricade 4FL							
21	1 case	Confront							
22	1 case	Chipco 26GT							
23	50 cases	Enforce 75WSP							
24	1 case	Propensity 1.3ME							
25	10 cases	Terrazole 35% WP							
26	5 cases	Mefanoxam 2							
27	35 cases	Tee 4.5L							
28	1 case	Acclaim Extra							
29	5 bottles	Ference Insecticide							
30	500 gallons	Immuniphite 0-0-26							
31	5 cases	Trimmit SC							
32	15 cases	Clarelle							
33	1 case	Sedgehammer							

ITEM	ESTIMATED QUANTITY *	DESCRIPTION	Bidder Company Name	Pkg for Unit	Qty per Unit	Total Units Bid	Price per Unit	Total	Brand Bidding
34	5 cases	Ranger Pro							
35	1 case	Pylex Herbicide							
36	5 cases	Salt Rx							
37	1 case	Green Pig Pigment additive							
38	10 cases	Torque fungicide							
39	1 case	Velocity							
40	2 cases	Eject							
41	1 case	Chipco Signature							
42	1 case	Quicksilver							
43	1 case	ProStar 70 WP							
44	56 pails	Eon Bio							
45	1 case	Talstar							
46	4 cases	Lexicon fungicide							
47	6 cases	Heritage							
48	1 case	Tenacity							
49	5 cases	Proxy							
50	275 gallon tote	Lesco Wet wetting agent							
51	15 cases	Lesco Wet wetting agent							
52	5 drums	Emerald							
53	5 cases	Primo Maxx							
54	20 cases	Groom							
55	10 cases	Bensumec-4LF							
56	4 cases	Provaunt							
57	5 cases	Acelepryn							

ITEM	ESTIMATED QUANTITY *	DESCRIPTION	Bidder Company Name	Pkg for Unit	Qty per Unit	Total Units Bid	Price per Unit	Total	Brand Bidding
58	2 cases	Secure Fungicide							
59	1 case	Citrine Plus							
60	1 case	Reward							
61	1 case	Kabuto fungicide							
62	250 gallons	Phairway water treatment							
63	1 case	Segway fungicide							
64	1 case	Turflon Ester Ultra							
65	1 case	Ronstar Flo							
66	15 cases	Green-T Sugar Cal							
67	10 cases	Manganese 5% Flowable							
68	5 cases	DefenseMan							
69	1000 gallons	PolyPhosphite 30							
70	10 cases	Calphlex							
71	1 case	Green-T Impulse							
72	1 gallon	Triple Crown Insecticide							
73	25 cases	SMS 700 soil surfactant							
74	1 case	Goose Stopper repellent							
75	1 roll	PolyLast Bunker Liner							
76	1 ton	PennMulch Seed activator							
77	10 cases	Zap Defoamer							
78	1 case	Lesco Sol tank cleaner							
79	10 cases	Rhapsody fungicide							
80	1 ton	Profile greens grade							
81	1 ton	pHusion Calcitic Limestone - greens grade							

ITEM	ESTIMATED QUANTITY *	DESCRIPTION	Bidder Company Name	Pkg for Unit	Qty per Unit	Total Units Bid	Price per Unit	Total	Brand Bidding
82	1 ton	Bagged MgCl							
83	10 tons	Bagged Rock Salt							
84	1 ton	Greens grade gypsum							
85	1 ton	Fairway grade gypsum							
86	10 rolls	Erosion control matting							
87	1 pallet	Bagged cold patch blacktop							
88	1 pallet	Bagged concrete mix							
89	1 pallet	Bagged mortar mix							
90	1 ton	Granular fertilizer with Barricade							
91	1 ton	Granular Merit 0-0-8							
92	1 case	Propel soil conditioner							
93	25 cases	Hydration A+							
94	1 case	FP-747							
95	5 cases	Raider Plus							
96	25 cases	FloThru A+							
97	1 case	Hydration wetting agent tablets							
98	10	40'x30' tarps							
99	1 ton	0-0-50 greens grade sulfate of potash							
100	1 ton	Contec DG 7-14-14							
101	3 tons	Nature Safe 12-2-6							
102	3 tons	Nature Safe 10-0-8							
103	10 tons	20-0-5 mini fwy fertilizer							
104	20 tons	18-0-9 w/micros fwy fertilizer							
105	15 tons	18-0-4 w/dimension fertilizer							

ITEM	ESTIMATED QUANTITY *	DESCRIPTION	Bidder Company Name	Pkg for Unit	Qty per Unit	Total Units Bid	Price per Unit	Total	Brand Bidding
106	20 tons	Oceangro 5-5-0							
107	2 tons	12-24-12 w/Siduron							
108	1 ton	18-24-12 rough grade fertilizer							
109	1 ton	10-20-15 fwy grade starter fertilizer							
110	1 ton	Early Bird 3-0-1							
111	1 ton	Contec DG Ca,Mg,Mn amendment							
112	1 case	12-0-0 w/iron							
113	10,000 gallons	20-0-0 bulk fertigation							
114	1 ton	Shaws 30-0-10							
115	1 ton	Shaws 0-0-7							
116	1 ton	Harrells greens grade ammonium sulfate fertilizer							
117	1 case	Duplex wetting agent							
118	500 lbs	L-93 bentgrass							
119	25 lbs	Declaration bentgrass							
120	5000 lbs	Blue/rye seed mix							
121	1000 lbs	Fine Fescue seed							
122	1000 lbs	Turf-type tall fescue seed							
123	1000 lbs	Trifecta II GLS resistant ryegrass seed							
124	1000 lbs	Kentucky bluegrass seed							
125	1	Lesco model 101186 spreader							
126	2	1"x100' syringe hose							
127	2	3/4"x100' syringe hose							
128	2 boxes	1"x6" metal sod staples							
129	10	TreeGator 15 gallon watering bags							

ITEM	ESTIMATED QUANTITY *	DESCRIPTION	Bidder Company Name	Pkg for Unit	Qty per Unit	Total Units Bid	Price per Unit	Total	Brand Bidding
130	1 pallet	Crystal Water Softener salt							
131	5 cases	Lesco Bee and Wasp spray							
132	250 tons	30%/70% athletic field damp topdressing							
133	250 tons	85%/15% athletic field damp topdressing							
134	1 pint	Compass "0"							
135	1 gallon	Indicate 5							
136	1 case	Neem oil							
137	24 oz	Forbid							
138	1 case	Folicure 430 SC							
139	1 case	Honor Guard PPZ							
140	1 case	Mavrik Aquaflo							
141	8 cases	Roundup QuickPro							
142	2 cases	Soil Moist							
143	5 cases	Neptune Fish/Seaweed							
144	8 cans	20-20-20 water soluble fertilizer							
145	3 quarts	Conserve SC miticide							
146	3 quarts	Avid Miticide							
147	1 gallon	Garlon 4 Herbicide							
148	1 bag	Granular Prophesy							
149	1 bag	Granular Caravan D							
150	1 bag	Granular Fame G							
151	1 bag	Granular Headway G							
152	1 bag	Granular Heritage G							
153	1 bag	Granular Pillar G							

ITEM	ESTIMATED QUANTITY *	DESCRIPTION	Bidder Company Name	Pkg for Unit	Qty per Unit	Total Units Bid	Price per Unit	Total	Brand Bidding
154	1 bag	Granular Subdue GR							
155	1 bag	Granular Daconil G							
156	1 bag	Granular Bayleton							
157	1 bag	Granular Eagle							
158	1 bag	Granular 3336 G							
159	1 bag	Dylox							
160	500 lbs	8-2-4 Granular Concern weed prevention							
161	20 bags	Bradfield organics							
162	50 bags	Rose Tone							
163	20 bags	Snapshot							
164	3 bags	Ultra Epsom Salt							
165	80 bags	Bagged Calcium Chloride flakes							
166	120 pails	Krylon white line striping paint							
167	25 rolls	Bekaert welding fabric fence							
168	10 tons	3/8" crushed clean stone							
169	10 tons	3/8" red stone							
170	150 yards	playground mulch							
171	600-800 cy	double ground hardwood mulch - need sample							
172	100 yds	shredded leaf compost							
173	500 lbs	Equine Pasture Seed Mix							
174	10 tons	Synthetic field crumb-rubber black infill							
175	1 ton	DuraEdge Classic Infield mix							
176	1 bag	DuraEdge ProSlide							
177	100 tons	DuraEdge Collegiate infield mix							

ITEM	ESTIMATED QUANTITY *	DESCRIPTION	Bidder Company Name	Pkg for Unit	Qty per Unit	Total Units Bid	Price per Unit	Total	Brand Bidding
178	100 tons	DuraEdge Pro							
179	100 tons	Dura Pitch bagged mound clay							
180	10 tons	Dura Trax							
181	25 tons	Screened clean topsoil							
182	25 tons	Screened clean topsoil - DOT approved							
183	1 pint	Bonide Mancozeb flowable							
184	1 gallon	Liquid Fence Deer and Rabbit repellent							
185	2.5 gallons	Messinas Deer Stopper							
186	2 cuft bag	Bumper Crop Soil Builder							
187	2 cuft bag	Bumper Crop Gardeners Gold Potting Soil							
188	3.8 cuft comp	Pro-mix BX+m							

COUNTY OF SOMERSET
SIGNATURE PAGE

Contract period - January 1, 2019 - December 31, 2019.

* Quantities represent the Park Commission's best estimate only and do not include the co-op member's needs- actual quantities will vary depending on need and may increase or decrease.

Bidders shall submit a *CD with PDF of Bid Response* along with printed copies and an Excel spreadsheet of the completed "Bid Table" (ref pages 41-48). Use same columns and format as shown on the table. Failure to provide this may be cause for rejection. *Do not PDF spreadsheet or change format.* Excel must be Windows XP compatible. The bidder must also include in the bid response a printed copy of the completed spreadsheet.

We are aware that some items fall under agency pricing and therefore will result in a "tie".

Note: If you are a participating vendor, resulting in a "tie bid" for any of these items, a tie breaker will be held on **November 20, 2018 @ 10 am** in the Purchasing Conference Room. For each item, names of all *participating* vendors for said item will be placed in a container from which winners will be pulled. All vendors are welcome to attend the tie breaker event. No further notice or reminders for this shall be given.

The undersigned is a _____
(Corporation)
(Partnership) under the laws of the State of _____ having its
(Individual)

Principal office at _____

Company

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Title of Authorized Agent

Date

Telephone Number

Email Address

Fax Number

COUNTY OF SOMERSET
OWNERSHIP STATEMENT - STOCKHOLDER DISCLOSURE FORM

LEGAL NAME OF BIDDER: _____

Check the box that represents the type of business organization:

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | <input type="checkbox"/> Other, Please List _____ | |

List the names and addresses of all stockholders who own ten (10%) percent or more of the above company's stock, and if there **are NO STOCKHOLDERS OF 10% OR MORE, simply check the second box below**. If one or more such stockholders or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, must also be listed.

The disclosure shall be continued until names and addresses of every person who is a non-corporate stockholder, or individual partner, exceeding the 10% ownership criteria established in this act, has been listed, in full compliance with Chapter 33 of the New Jersey Public Laws of 1977.

BIDDERS/RESPONDENTS MUST CHECK THE APPROPRIATE BOX:

- I certify that the **list below** contains the names and addresses of all **stockholders holding 10% or more** of the issued and outstanding stock of the undersigned.
- I certify that **no one stockholder** owns 10% or more of the issued and outstanding stock of the undersigned.

Publicly Traded - For publicly traded entities to comply with N.J.S.A. 52:25-24.2 they 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

Submit here 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:

Stockholder Name _____

Address _____

Percentage of Ownership _____ %.

Stockholder Name _____

Address _____

Percentage of Ownership _____ %.

Stockholder Name _____

Address _____

Percentage of Ownership _____ %.

(Note: Attach additional pages if necessary)

(Respondent/Respondent Authorized Signature)

(Date)

(Print name of authorized signatory)

(Title)

**COUNTY OF SOMERSET
NON-COLLUSION AFFIDAVIT**

State of _____
County of _____

ss:

I, _____ of the City of _____

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

I am _____ of the firm of _____
(Title or position) (Name of firm)

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

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

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

Subscribed and sworn to

Before me this _____ day

Of _____, _____.

Signature

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____.

EXHIBIT A
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 County, 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 County 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 photo static 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 County 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 photo static copy of such approval.

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

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

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

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

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

EXHIBIT A
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
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE 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:

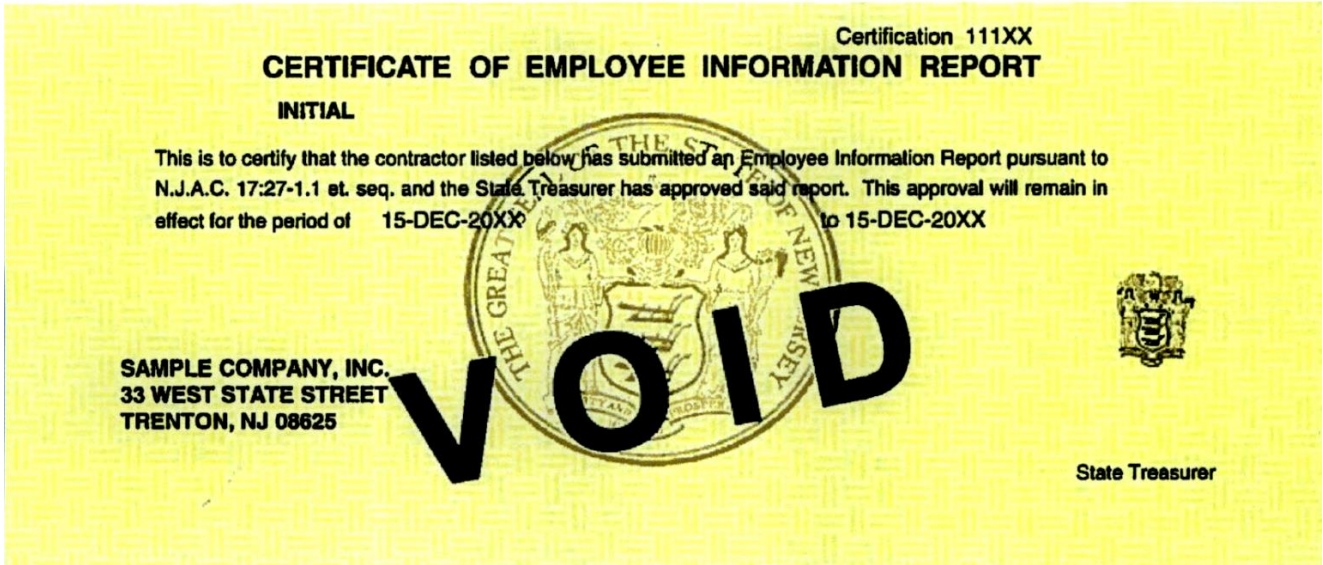
Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at ww.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 **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT



COUNTY OF SOMERSET

**AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability**

The Contractor and the 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, 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.

COUNTY OF SOMERSET

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

PREFER SUBMITTED WITH BID RESPONSE
REQUIRED BY LAW PRIOR TO AWARD OF CONTRACT

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME: **TAX REGISTRATION TEST ACCOUNT**

TRADE NAME: **CLIENT REGISTRATION**

TAXPAYER IDENTIFICATION#: **970-097-382/500**

SEQUENCE NUMBER: **0107330**

ADDRESS: **847 ROEBLING AVE
TRENTON NJ 08611**


ISSUANCE DATE: **07/14/04**

EFFECTIVE DATE: **01/01/01**

FORM-BRC(08-01)

John S. Tully
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

COUNTY OF SOMERSET

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

BID/RFP/Solicitation Number: _____

Bidder/Offeror: _____

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING **EITHER BOX**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal 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 of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury’s Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division’s website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder’s proposal non-responsive. If the Director finds a person or entity to be in violation of the law, s/he shall take 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.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder’s parents, subsidiaries, or affiliates 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 bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department’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: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto 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 Somerset County 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 to notify the County 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 Somerset County, New Jersey and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) _____ Signature: _____

Title _____ Date: _____

COUNTY OF SOMERSET

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

ADDENDUM NUMBER	DATE	ACKNOWLEDGE RECEIPT (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

FORM NOT REQUIRED IF NO ADDENDA ISSUED