

SOMERSET COUNTY PARK COMMISSION



PURCHASING DIVISION
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Notice Request for Quotations

The County of Somerset Park Commission is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

Sealed responses will be received by the Purchasing Agent for the Somerset County Park Commission on **October 25, 2019** at **2:30 P.M.** prevailing time in the Purchasing Division, Somerset County Administration Building, 20 Grove St., Somerville, NJ 08876 at which time and place responses will be opened and read in public for:

WINTERIZATION OF THE SPRAY PARK LOCATED IN COLONIAL PARK CONTRACT #: RFQ-PC-0003-19

Quote 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 **"QUOTE TITLE NAME & CONTRACT #"** on the outside, addressed to Karen L. McGee, Purchasing Agent, at the address above.

Specifications and instruction to respondents may be obtained at the County Purchasing Office or the Somerset County Park Commission website at www.somersetcountyparks.org and on the Somerset County website www.co.somerset.nj.us.

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

Respondents 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, RPPO, QPA
Purchasing Agent – Somerset County

**SOMERSET COUNTY PARK COMMISSION
GENERAL INSTRUCTIONS**

1. SUBMISSION OF QUOTES

- A. Sealed quotes 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 quote 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 respondent on the outside
 - (3) Clearly marked "QUOTE" with the contract name and number being quoted. Provide One (1) Original & One (1) copy of the quote. **Faxed or emailed quotes will NOT be accepted.**
- C. It is the respondent's responsibility to ensure that quotes are presented to the Purchasing Agent on the hour and at the place designated. Quotes may be hand delivered or mailed; however, the Somerset County Park Commission disclaims any responsibility for quotes forwarded by regular or express mail. **If the quote is sent by express mail, the designation in B. above must also appear on the outside of the express company envelope.** Quotes received after the designated time and date will be returned unopened.
- D. The Somerset County Park Commission reserves the right to postpone the date for presentation and opening of quotes and will give written notice of any such postponement to each prospective respondent as required by law.
- E. Sealed quotes forwarded to the owner before the time of opening of quotes may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the quote. Once quotes have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. Each quote proposal form must give the full business address, business phone, fax, e-mail, the contact person of the respondent, and be signed by an authorized representative as follow:
- Quotes 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.
 - Quotes 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.
 - Quotes 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 Quotes Not Accepted
More than one quote 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 Quote packages are available from the County's and Somerset County Park Commission websites at www.co.somerset.nj.us and www.somersetcountyparks.org at no cost to the prospective respondents. All addenda are posted on both site's and issued in accordance with N.J.S.A. 40A:11-23(c)(1). Potential respondents are cautioned that they are responding at their own risk if a third party supplied the specifications that may or may not be complete. The Somerset County Park Commission is not responsible for third party supplied specifications.

I. Results of all quotes are posted on the County and Somerset County Park Commission's 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**

Respondent 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 Somerset County Park Commission.

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 Somerset County Park Commission.

The check or bond of the unsuccessful respondent(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 respondent shall be forfeited if the bidder fails to enter into a contract pursuant to statute. Failure to submit required guarantee shall be cause for rejection of the quote.

B. **CONSENT OF SURETY**

Respondent shall submit with the bid a Certificate (Consent) of Surety with Power of Attorney for full amount of quote price from a Surety Company authorized to do business in the State of New Jersey, and acceptable to the Somerset County Park Commission stating that it will provide said respondent with a Performance Bond in the full amount of the quote. This certificate shall be obtained in order to confirm that the respondent to whom the contract is awarded will furnish Performance and Payment bonds from an acceptable surety company on behalf of said respondent, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A11-22.

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

C. **PERFORMANCE BOND**

Successful respondent shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable quote 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 respondent 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 Somerset County Park Commission, 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 3work or materials for the period of:

- 1 Year**
- 2 Years**

3. **PREPARATION OF QUOTES (PRICING INFORMATION AND FORMS)**

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

(2). The Somerset County Park Commission 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 Ratings Group: AAA
Moody's Investors Services: Aaa
Dun and Bradstreet

B. Quote responses shall be **signed in ink** (Original Signature Required) by the respondent; 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 quote may result in the proposal being rejected.

D. **Estimated Quantities** (Open-Ended Contracts, Purchase as Needed) The Somerset County Park Commission has attempted to identify the item(s) and the estimated amounts of each item quoted to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for quoting. 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. Respondents 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 Somerset County Park Commission. As specified, placement may require inside deliveries. No additional charges shall be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

F. Any respondent may withdraw their quote at any time before the time set for receipt of quotes.

G. All forms shall be completed and attached to the quote proposal. RESPONENT IS ALERTED TO THE QUOTE DOCUMENT CHECK LIST PAGE.

H. Results of all quotes are posted on the County website www.co.somerset.nj.us and Somerset County Park Commission web site www.somersetcountyparks.org

4. FIRM FIXED CONTRACT

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

5. INTERPRETATIONS AND ADDENDA

A. The respondent understands and agrees that its quote is submitted on the basis of the specifications prepared by the Somerset County Park Commission. The respondent accepts the obligation to become familiar with these specifications.

B. Respondents are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by respondents should be promptly reported in writing to the Purchasing Agent. In the event the respondent fails to notify the Somerset County Park Commission of such ambiguities, errors or omissions, the respondent shall be bound by the quote.

C. No oral interpretation of the meaning of the specifications will be made to any respondent. 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 quotes.

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 respondents. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the respondent by completing the Acknowledgement of Receipt of Addenda form. The Somerset County Park Commission'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 response or who has received a package. They will be sent via electronic transmissions to those known recipients of the quote specifications.

E. Discrepancies in Quotes

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 prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Somerset County Park Commission of the extended totals shall govern.

6. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

A. Brand names and or descriptions used in this quote are to acquaint respondents 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 respondent on a separate sheet and submitted

with the quote proposal form. Vendor's literature ***will not*** suffice in explaining exceptions to these specifications. In the absence of any exceptions by the respondent, it will be presumed and required that materials as described in the proposal be delivered.

- C. It is the responsibility of the respondent to demonstrate the equivalency of goods and services offered. The Somerset County Park Commission reserves the right to evaluate equivalency of a product which, in its deliberations, meets its requirements.
- D. In submitting its quote, the respondent certifies that the goods or services to be furnished will not infringe upon any valid patent or trademark and that the successful respondent shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the Somerset County Park Commission 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 Somerset County Park Commission, 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 Somerset County Park Commission reserves the right to accept or reject any or all quotes, to waive identified irregularities and technicalities, and to award in whole or in part based off of price and other factors. Without limiting the generality of the foregoing, any quote which is incomplete, obscure, or irregular may be rejected, any quote having erasures or corrections in the price sheet may be rejected; any quote in which unit prices are omitted, or in which unit/total prices are unbalanced, may be rejected.
- B. The Somerset County Park Commission further reserves the right to award each item separately based off of price and other factors. Without limiting the generality of the foregoing, the Somerset County Park Commission reserves the right to award a contract based on either option that may be described in the quote proposal or based on any combination thereof.
- C. The Somerset County Park Commission may also elect to award the contract on the basis of unit prices.
- D. The Somerset County Park Commission reserves the right to award equal or tie quotes at their discretion to any one of the tie respondents.
- E. Should the respondent, to whom the contract is awarded, fail to enter into a contract, the Somerset County Park Commission may then, at its option, accept the response of another respondent.
- F. The effective period of this contract will be twelve consecutive months 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 Somerset County Park Commission reserves the right to cancel this contract.

G. The form of contract shall be submitted by the Somerset County Park Commission to the successful respondent. Terms of the specifications/quote package prevail. Respondent exceptions must be formally accepted by the Somerset County Park Commission; 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/quote package prevail unless otherwise noted by the vendor as exceptions.

8. **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 the 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.

9. **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.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at www.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.

10. **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.

11. **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.

12. 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.

13. 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 Somerset County Park Commission harmless for any violations committed under the contract.

14. 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 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.

15. 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 of the corporation, partnership, limited partnership, there is submitted to the Somerset County Park Commission 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.

16. INSURANCE AND INDEMNIFICATION

The successful bidder shall provide and maintain insurance coverage 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 full force during the life of this contract by the bidder.

B. Certificates of the Required Insurance

Certificates of Insurance for those policies required above shall be submitted with the contract. 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 Somerset County Park Commission, 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 missions 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 Parks Commission will not accept Mutual Limitation of Liability terms.

17. PAYMENT

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

18. TERMINATION OF CONTRACT

- 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 Somerset County Park Commission 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 Somerset County Park Commission of any obligation for balances to the contractor of any sum or sums set forth in the contract. Somerset County Park Commission will pay for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the Somerset County Park Commission for damages sustained by the Somerset County Park Commission by virtue of any breach of the contract by the contractor and the Somerset County Park Commission may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the Somerset County Park Commission from the contractor is determined.
- C. The contractor agrees to indemnify and hold the Somerset County Park Commission 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 Somerset County Park Commission under this provision.
- D. In case of default by the contractor, the Somerset County Park Commission 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 Somerset County Park Commission 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 Somerset County Park Commission.

- 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 Somerset County Park Commission.
- H. The Somerset County Park Commission 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 Somerset County Park Commission is conditioned upon the availability of Somerset County Park Commission 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 Somerset County Park Commission at the end of any particular fiscal year may terminate such services. The Somerset County Park Commission 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 Somerset County Park Commission 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 the Somerset County Park Commission by notice to the parties.

19. 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.

20. ADDITIONS/DELETIONS OF SERVICE

The Somerset County Park Commission 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 quote price. Should additional services be required, payment to the Contractor will be increased proportionally to the amount of service added in accordance with the quote price.

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

22. Respondents shall not write in margins or alter the official content or requirements of the Somerset County Park Commission quote documents.

23. SPECIFICATIONS

Any prospective respondent who wishes to challenge a quote specification shall file such challenges in writing with the contracting agent no less than three (3) business days prior to the opening of the quote. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of contract.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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 Park Commission 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 Somerset County Park Commission to pay additional fees.

29. W-9

Successful 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

30. 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 Somerset County Park Commission 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.

31. PUBLIC EMERGENCY

In the event of a Public Emergency declared at the Local, State or Federal Level, if the Somerset County Park Commission opts to extend terms and conditions of this quote, the contractor agrees to extend the terms and conditions of this quote, 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 Somerset County Park Commission may solicit the goods and/or services from any respondent on this contract.

32. 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.

33. 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.

34. 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.

35. PROMPT PAYMENT – GOODS & SERVICES – P.L. 2019, C.127 (LFN 2019-02 1/23/19)

P.L. 2018, c. 127 establishes a prompt payment requirement that applies to goods and services contracts a contracting unit awards to a “business concern” under the Local Public Contracts Law (LPCL). The law applies to all goods and services contracts awarded on or after February 1, 2019 (the law’s effective date) regardless of dollar amount and any contracts requiring either a single payment or multiple payments. The law does not change the prompt payment requirements for improvements to real property and structures as set forth in N.J.S.A. 2A:30A-1 et seq. and described in LFN 2006-21. The law defines “Business Concern” as any person engaged in a trade or business, including a private nonprofit entity operating as an independent contractor, providing goods and services directly to a contracting unit or to a designated third party and operating pursuant to a contract with a contracting unit which requires either a single payment or multiple payments, but shall not include a “public utility” as defined in N.J.S.A. 48:2.13.

SPECIFICATIONS

1. GENERAL

The purpose of this quote is to enter into a contract with a qualified contractor for the winterization of The Spray Park located in Colonial Park, Colonial Drive, between Elizabeth Avenue and Mettler's Road, Somerset, New Jersey by October 31, 2019.

The construction of the Spray Park was completed in 2019, there are some 20+ water features designed for children.

Should potential respondents want to view the site prior to submitting a quote, you may contact Gary Freuler, Supervisor of Leisure Services Maintenance at 908-285-5610.

2. CONTRACTOR QUALIFICATIONS

All bidders must have demonstrated experience in winterizing spray parks. Provide three references of similar projects completed.

3. TECHNICAL SPECIFICATIONS

Winterization of the Spray Park

- Back wash filtration system.
- Blow out all feature supply lines.
- Empty main and return lines.
- Fill all appropriate lines with anti-freeze and secure for winter.
- Empty tanks.
- Shut down and secure all mechanical systems.
- Follow directions to winterize the Vak Pak Remote Collector Tank, Equipment Cabinet, and Remote Drain Box as outlined in Attachment A.
- Follow directions to winterize the vacuum cartridge filter system as outlined in Attachment B.
- Follow directions to winterize the Water Odyssey spray park features as outlined in Attachment C.

Attachment A

Vak Pak Remote Collector Tank:

- 1). Open the collector tank lid.
- 2). Close the 1" isolation ball valve located near the opening of the tank.
- 3). Go to the Vak Pak equipment cabinet and turn off the recirculation pump breaker. Open valve "J" Tank Drain on the suction side of the recirculation pump.
- 4). Rotate the multiport valve on the sand filter to "WASTE".
- 5). Turn on the recirculation pump and be sure it primes. You should see the water level in the collector tank begin to drop.
- 6). When the water has been evacuated from the tank or when the recirculation pump loses prime turn off the recirculation pump and rotate the sand filter multiport valve to "WINTERIZE".
- 7). Remove the Little Giant sump pump from the equipment cabinet, attach the 10' garden hose and lower it into the 12"x12" sump box in the bottom corner of the tank. Insert the free end of the garden hose into the 2" tank drain line. Be sure there are no kinks or severe bends in the hose so water will flow freely from the pump to the overflow line.
- 8). Plug the sump pump into the GFCI protected receptacle. If there is more than 4" of water in the sump box the pump should discharge it to the overflow line.
- 9). Remove the element manifold assembly by removing the stainless lag screws between the check valve and the element tee.
- 10). Using a short wooden pole (approx. 3' long) push inside the check valve with the pole to release any water in the pipe. Be prepared to get a little wet! After the pipe is evacuated of water do the same thing with the recirculation suction line check.

This should complete the collector tank winterizing process. Simply unplug the sump pump, remove it from the collection tank with the hose. Place the sump pump neatly back inside the Vak Pak equipment cabinet. Open the 1" fresh water fill isolation valve and water should begin to refill the tank.

Vak Pak Equipment Cabinet:

- 1). Be sure the recirculation and feature pump breakers have been tripped off before the following steps are completed.
- 2). Remove the lids from the recirculation pump and feature pump hair and lint traps. Remove any debris that has accumulated inside the basket (fig.1). There is an O-ring located around the inside of the HL Trap lid. This should be placed in the basket of the trap for safe storage and to keep it from getting lost.
- 3). On the bottom side or front of each pump you will find a ¼" plug. Turn this counter clockwise to remove and place these in the associated pump baskets with the O-ring. Some water may drain from the unplugged openings when the plugs are removed. This is fine, let it drain.
- 4). On the bottom side of the sand filter is a 1-1/2" drain cap. Remove and store in the recirculation pump HL trap basket with the other items for safe keeping. Water should begin to drain into the sump box and out through the floor drain. If water begins to back up inside the sump box, remove the grated cover and unblock the drain.
- 5). Open the air relief valve located on top of the feature pump and recirculation pump discharge lines. This will allow air to enter the piping as water exits. Leaving this valve closed will create a vacuum and water will not be able to drain properly.
- 6). A brass hose Bibb is located on the bottom side of the fracture valve manifold. Open this valve and allow water to drain.
- 7). Open the manual throttling valves on every feature return line. Be sure that each valve is open fully.
- 8). Remove the ¼" drain plug located on the bottom of the "to heater" and "from heater" lines. These are located on the 2" pipe connection just outside the heater (fig. 10). Place these plugs in the HL trap basket for safe keeping.

This should complete the winterizing process for the Vak Pak equipment cabinet. Simply replace all of the stored plugs, caps, and lids and close the air relief valves before spring startup.

Vak Pak Remote Drain Box:

You will discover a remove drain pit located outside the Vak Pak equipment cabinet. It should be located directly between the feature manifold (inside the cabinet) and the splash pad. It should be a long narrow valve box with a grated cover.

- 1). Open the cover or remove the grating.
- 2). There will be several PVC tees with 1" ball valves on each tee. Open these valves. You should see water draining from the valves and traveling to a floor drain in the bottom of the drain box. If the drain backs up, remove the small grated cover and unblock the drain. Replace the grated cover after blockage is removed.
- 3). Replace the cover or grating over the drain box.
- 4). It is recommended that each feature line at the splash pad have its nozzle removed and an air compressor be used to force any remaining water in the feature lines from the splash pad towards the drain box.
- 5). Consult the feature nozzle manufacturer as to whether the nozzles should remain in their sockets on the plush pad or if they should be removed and stored until spring. If they are to be removed it is recommended that a winterizing plug be placed in the nozzle socket to prevent debris from accumulating in the feature lines during the winter.

This should complete the winterizing process for their feature manifold drain box. Simply replace all feature nozzles and close all drain box valves before spring startup.

Attachment B

Operational and Maintenance Instructions
Vacuum Cartridge Filter System
Model: CP-IWF-CB

Winterizing or Off Season Shutdown Procedures

- 1). Turn the recirculation pump off and open the "J" Tank Drain suction line on the recirculation pump and close the "K" Filter Suction valve. Open the "G" pump to waste line on top of the recirculation pump.
- 2). Attach a garden hose and pressure nozzle to the hose Bibb located inside the collector tank.
- 3). Turn on the recirculation pump making sure it primes. You will notice the collector tank water level recede as the water in the tank is pumped to waste.
- 4). Turn the black Toro hydraulic solenoid valve handle clockwise to close. This should stop the auto water fill from refilling the tank as it drains.
- 5). Using the hose and nozzle, spray down the walls of the tank as the water recedes to wash any clinging debris down to drain.
- 6). Remove the filter elements from the tank, clean, and store in a cool dry place for the off season. (Read the vacuum cartridge element maintenance sheet before proceeding)
- 7). Disconnect the hose and nozzle when finished and close the red handled fresh water fill hose Bibb in the tank to prevent water from refilling the tank. Open the Toro hydraulic solenoid valve by turning two full turns counter-clockwise to allow it to drain.
- 8). If the collector tank lid has ½" vent holes on each side, seal those with plugs or tape for the off season.
- 9). Close and lock the lid of the collector tank to prevent entrance.
- 10). Remove the hair and lint baskets from the recirculation and feature pumps as well as the ¼" drain plugs (2 plugs per pump) to allow water to drain. Place the plugs in the pump trap baskets for safe keeping and DO NOT replace the lids.



Winterization Supplement



**Provisions for winterization are not provided by Fountain People, Inc.™
Supplemental aids should be considered at the time of installation.**

1. Remove surface level features if applicable, blow out or suck out supply lines to the features. (via the use of a wet/dry shop-vac) **IT IS ALWAYS BEST TO GRAVITY DRAIN TOWARD LOWER LEVELS.** Plug water supply inlets. (inside cans) Drain lines, where applicable, may be left open to permit ice melt drainage back to the reservoir, or to waste. Determination of the drain capability should be made by local authority.
 - o The use of inflatable plugs is not recommended. Mechanical or threaded plugs work best.
 - o If RV type antifreeze is used, although **not recommended**, the system should be thoroughly flushed before re-use after de-winterization occurs. (even RV antifreeze is toxic)
 - o Original grade pour templates (shipped on the embed cans) may be retained for use as winterization plates, and store feature in secure location only if the play area is secured and inaccessible when not in use. Pour templates are not safety rated for foot traffic.
 - o As an option, Winterization plates made of stainless steel can be purchased to cover surface level feature cans.
 - o A 3" square piece of mattress foam, or block of Styrofoam should be placed in all surface level feature cans to absorb expansion should water get into the can during freezing temperatures to prevent the can from cracking the concrete
2. Remove plugs from blind sided above ground features to permit continual drainage, and store in a secure location. Features with items that can trap accumulation of water, ie; buckets, coconuts, sails, etc should be removed, covered, or turned upside down and held secure by some acceptable means.
3. To drain the manifold if a means for drainage is not provided, energize the solenoid valves by using the Forced I/O signal as described in the DSC O&M Manual.

(Where the system is potable rather than recirculated, some items will not apply)



Winterization Supplement

4. Power should be left **ON** to the main control panel to insure that the Lithium-Ion memory battery remains charged for short term outages but outputs to sequencing valves should be disabled. This is done by opening the power supplied to the outputs via resettable fuse, or fuse block. (see electrical diagram) Reservoir drain should be left in the drain position.
5. Turn off, or unplug vent fans in vaults.
6. Pumps should be left open (strainer covers removed) with **all suction valves closed**.
7. Power to the reservoir should be left on to permit constant drainage by use of the reservoir drain pump or gravity drain through out the periods of inclement weather.

Supplemental Notes



A threaded pipe plug or mechanical plug may be used to prevent water from running back into the pipe after having been drained and cleared.



To prevent freeze expansion that could cause the can to swell and damage to concrete or the can to split, install a piece of mattress foam or Styrofoam. A 3" square is the right size for most cans.

**SOMERSET COUNTY PARK COMMISSION
QUOTE DOCUMENT CHECKLIST**

**Read, Signed
& Submitted
Initial**

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

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

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

- | | | |
|-------------------------------------|---|--|
| <input checked="" type="checkbox"/> | Business Registration Certificate – Respondent– Prefer with Quote Response. Required by Law prior to award of contract. | |
| <input type="checkbox"/> | Business Registration Certificate – Designated Subcontractor(s) – Prefer with Quote Response. Required by Law prior to award of contract. | |
| <input type="checkbox"/> | Public Works Contractor Registration Certificate(s) for the Respondent and Designated Subcontractors (Prior to Award, but effective at time of quote) | |
| <input type="checkbox"/> | License(s) or Certification(s) Required by the Specifications | |

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

- | | | |
|-------------------------------------|---|--|
| <input checked="" type="checkbox"/> | Provide three (3) references for similar Spray Park Winterization | |
| <input type="checkbox"/> | Authorization for Background Check | |
| <input type="checkbox"/> | Catalog/Price List | |
| <input type="checkbox"/> | Product Samples | |
| <input type="checkbox"/> | Certification of Available Equipment | |
| <input type="checkbox"/> | Other: | |

D. READ ONLY

Americans With Disability Act of 1990 Language

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

Name of Respondent: _____ Date: _____

By Authorized Representative:

Signature: _____

Print Name & Title: _____

SOMERSET COUNTY PARK COMMISSION
QUOTE PROPOSAL COST FORM/SIGNATURE PAGE

TO THE SOMERSET COUNTY PARK COMMISSION:

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 quote and agrees, if this quote is accepted, to furnish and deliver services per the following:

Description	Lump Sum Cost
Winterize Colonial Park Spray Park per Specifications	\$

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



Somerset County Park Commission

PO Box 3000 – 20 Grove Street
 COUNTY ADMINISTRATION BUILDING
 Somerville, NJ 08876-1262
 PHONE: (908) 231-7043 FAX: (908) 575-3917



OWNERSHIP DISCLOSURE FORM

BID SOLICITATION #: _____ **VENDOR {BIDDER}:** _____

PART 1

**PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR THE "NO" BOX.
 ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO
 COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2**

PLEASE NOTE THAT IF THE VENDOR/BIDDER IS A NON-PROFIT ENTITY, THIS FORM IS NOT REQUIRED.

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. Are there any individuals, corporations, partnerships, or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}? | <input type="checkbox"/> | <input type="checkbox"/> |
| IF THE ANSWER TO QUESTION 1 IS "NO", PLEASE SIGN AND DATE THE FORM.
 IF THE ANSWER TO QUESTION 1 IS "YES", PLEASE ANSWER QUESTION 2—4 BELOW. | | |
| 2. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties individuals? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties corporations, partnerships, or limited liability companies ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. If you answer to Question 3 is "YES" , are there any parties owning a 10% or greater interest in the corporation, partnership, or limited liability company referenced in Question 3? | <input type="checkbox"/> | <input type="checkbox"/> |

IF ANY OF THE ANSWERS TO QUESTION 2-4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.

PART 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2—4 ANSWERED AS "YES".

If you answered **"YES"** for questions 2, 3, or 4, you must disclose identifying information related to the individuals, corporations, partnerships, and/or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}. Further, if one or more of these entities is itself a corporation, partnership, or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership, or limited liability company. This information is required by statute.

INDIVIDUALS

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	STATE ZIP

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	STATE ZIP

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	STATE ZIP

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	STATE ZIP

Attach Additional Sheets If Necessary

PART 2 continued
PARTNERSHIPS / CORPORATIONS / LIMITED LIABILITY COMPANIES

ENTITY NAME	_____		
PARTNER NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	

ENTITY NAME	_____		
PARTNER NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	

ENTITY NAME	_____		
PARTNER NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	

Attach Additional Sheets If Necessary

In the alternative, to comply with the ownership disclosure requirement, a Vendor {Bidder} with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

PART 3
PUBLICLY TRADED PARENT COMPANY DISCLOSURE

Ownership disclosure (name and address) can be met by submitting the last annual filing of an SEC or similar foreign regulator document or providing the website link to such documents, and include relevant page numbers. See N.J.S.A 52:25-24.2.

<u>TITLE OF ATTACHED DOCUMENTS OR WEBLINK</u>	<u>PAGE #</u>

Attach Additional Sheets if Necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor {Bidder}, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the County of Somerset, NJ is relying on the information contained herein, and that the Vendor {Bidder} is under a continuing obligation from the date of this certification through the completion of any contract(s) with the County to notify the County in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the County, permitting the County to declare any contract(s) resulting from this certification void and unenforceable.

Signature (Do not enter Vendor ID as a signature)

Date

Print Name and Title

FEIN/SSN

**SOMERSET COUNTY PARK COMMISSION, NEW JERSEY
NON-COLLUSION AFFIDAVIT
(N.J.S.A. 52:34-15)**

State of _____

County of _____

I, _____ residing in _____
(Name of Affiant) (Name of Municipality)

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 Company of _____
(Title or Position) (Name of Firm/Company)

the Bidder/Respondent making this Proposal for the Bid/RFP numbered _____,
(Contract #)
and that I executed the said Proposal with full authority to do so; that said Bidder/Respondent 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 numbered project; and that
all statements contained in said Proposal and in this affidavit are true and correct, and made with full
knowledge that the Park Commission relies upon the truth of the statements contained in said Proposal
and in the statements contained in this affidavit in awarding the contract. 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 Firm/Company)

(Signature of Affiant)

(Type of Print Name of Affiant)

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

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Somerset County Park Commission and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program? Yes No
If yes, please submit a 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 Somerset County Park Commission as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes No
If yes, please submit a 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 Somerset County Park Commission. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

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

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

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

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

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

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 111XX

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX

**SAMPLE COMPANY, INC.
33 WEST STATE STREET
TRENTON, NJ 08625**

VOID



State Treasurer

SOMERSET COUNTY PARK COMMISSION

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 II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 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.

SOMERSET COUNTY PARK COMMISSION

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

PREFER SUBMITTED WITH QUOTE 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, N J 08644-0252

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION#: 970-097-382/500
ADDRESS: 847 ROEBLING AVE
TRENTON NJ 08611
EFFECTIVE DATE: 01/01/01
FORM-BRC(08-01)

TRADE NAME: CLIENT REGISTRATION
SEQUENCE NUMBER: 0107330
ISSUANCE DATE: 07/14/04

J.P. 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

SOMERSET COUNTY PARK COMMISSION

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 the Somerset County Park Commission 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 Somerset County Park Commission to notify the Park Commission in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Somerset County Park Commission, 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: _____

SOMERSET COUNTY PARK COMMISSION
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

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

Acknowledged for: _____
(Name of Respondent)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

FORM NOT REQUIRED IF NO ADDENDA ISSUED