

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

**FURNISHING AND DELIVERY OF ANIMAL FEED AND
SUPPLEMENTS**

BID NO: #0011-25

ADVERTISED: THURSDAY, OCTOBER 31, 2024

BIDS DUE: FRIDAY, NOVEMBER 15, 2024, at 10:00AM

TO APPEAR IN PAPER: THURSDAY, OCTOBER 31, 2024

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Monmouth County Board of Recreation Commissioners at the Monmouth County Park System, Headquarters Building, Thompson Park, 805 Newman Springs Road, Lincroft, New Jersey 07738, until **10:00 a.m.**, prevailing time on **FRIDAY, NOVEMBER 15, 2024**, and then publicly read aloud for the following.

**1. FURNISHING AND DELIVERY OF ANIMAL FEED AND SUPPLEMENTS
(BID #0011-25)**

Bid Documents, including Instructions to Bidders, complete Plans and Specifications, and Proposal Forms may be obtained by qualified bidders on our website at www.monmouthcountyparks.com; **“Do Business with Us”**, **“Request for Bids”**. If requested by potential bidders, the Monmouth County Park System will mail a bid packet to such bidders. The Monmouth County Park System only assumes the responsibility for email and /or fax notifications and for placing bid packet in the mail, and not for the proper and timely delivery of such notices or packets.

Bids must be submitted on the proposal form provided or an exact duplicate in the manner designated and required by the specifications. Bid submitted must be enclosed in a sealed envelope bearing the name and address of the bidder, the title of the bid, and the words “Sealed Bid.” Bids are to be addressed to the Purchasing Agent, Monmouth County Board of Recreation Commissioners, 805 Newman Springs Road, Lincroft, New Jersey 07738. Bids may be mailed in or placed in the drop box located outside of the Thompson Park Headquarters Building, 805 Newman Springs Road, Lincroft, NJ, prior to the opening date. Bids must be delivered at the place and before the hour mentioned above. **Bidders shall submit at least one (1) original of each form, with an original signature.**

All bidders are required to comply with requirements of P.L. 1975, c.127, N.J.S.A. 10:5-31, et seq. (N.J.A.C. 17:27) (Affirmative Action), 42 U.S.C. 512101, et seq. (Americans with Disabilities Act), and N.J.S.A 40A:11-16 “Designated Subcontractors,” N.J.S.A. 52:32-44 (Business Registration) and N.J.S.A. 34:11-56.25, et seq. (Prevailing Wage), and all other laws and regulations that apply to bidding and the performance of the proposed contract.

The Monmouth County Board of Recreation Commissioners reserves the right to waive any informality in, or to reject any or all bids in accordance with N.J.S.A. 40:A-11-13.2, and to award contracts in whole or in part, if deemed in the best interest of the Board to do so.

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

All inquiries are to be directed to the Purchasing Department at (732) 842-4000. By order of the Board of Recreation Commissioners of the County of Monmouth.

Kevin Mandeville, Chairman
Andrew J. Spears, Director
Jennifer Kaczala, Purchasing Agent

GENERAL CONDITIONS

1. All bidders must submit their proposals on the enclosed forms and must furnish all required information. **FAILURE TO PROPERLY EXECUTE THESE FORMS MAY BE CAUSE FOR REJECTION OF THE BID.**
2. The bid must be enclosed in two (2) sealed envelopes, one inside the other. The word "BID" must be written on both envelopes. The outside envelope must bear the title of the bid, the date of the bid opening, and the name and address of the bidder.
3. Included with this specification is a true copy of the contract that will be the formal contract to be executed by the successful bidder.
4. The quality of items to be furnished is as set forth in detail in the proposal.
5. Any brand names mentioned in the specification shall be deemed to include the words "or approved equal", and bids submitted on other brands must include detailed information and specifications that may be used for the purpose of making comparisons.
6. All bidders must indicate any variation to the specifications, terms, and conditions, no matter how slight. If no variances are indicated, it will be defined to mean that the specification will be fully complied with.
7. Items of foreign origin must be so indicated. Your signature to the bid proposal will be taken as your certification that all manufactured articles and materials not so indicated, have been made or produced in the United States (40 A:11-18)
8. The bidder, if awarded a contract, agrees to protect, defend and save harmless the contracting unit against any damage for payment for the use of any patented material process, article or devise that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the contracting unit from suits or actions of every nature and description brought against it, for, or on account of any injuries or damages received or sustained by an party or parties by, or from any of the acts of the contractor, his servants or agents.
9. The Monmouth County Board of Recreation Commissioners reserves the right to reject any or all bids and to waive any minor defect or informality in any bid, should it be in the best interest of the Board to do so.
10. The Board of Recreation Commissioners has up to sixty (60) days to make the award. If addition time is required beyond sixty (60) days, the contracting unit may request permission to do so from any one of the three apparent lowest responsible bidders for an additional period of time to be agreed to by the contracting unit and bidders.
11. In the event that the bidder to whom the contract is awarded should fail to enter into a contract, the Board of Recreation Commissioners may, at its option, accept the proposal of the next lowest bidder.
12. Should the contractor fail to fulfill the terms of the contract within the specified time, the Board of Recreation Commissioners reserves the right to rescind the contract and secure the items or services elsewhere. The contractor is responsible for any additional cost incurred as a result of this action.
13. All items are to be delivered F.O.B. destination specified. The maximum of days allowable for delivery is indicated in the specification and must be adhered to.
14. The County of Monmouth and the Board of Recreation Commissioners are exempt from all Federal, State, and Municipal sales and excise taxes. The New Jersey Sales Tax Exemption Number is 69-0220842.

15. Following delivery, an invoice and a signed Monmouth County payment voucher must be submitted to the Board of Recreation Commissioners. Payment will be made upon approval of the voucher by the Monmouth County Board of Recreation Commissioners and the Monmouth County Board of County Commissioners

16. MANDATORY BUSINESS REGISTRATION CERTIFICATE

**NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS
GOODS, SERVICES, AND CONSTRUCTION* CONTRACTS**

Proof of valid business registration (a Business Registration Certificate) with the New Jersey Department of Treasury, Division of Revenue must be submitted to the contracting agency prior to the award of any contract, including purchase orders. No contract will be awarded without proof of such business registration. N.J.S.A. 52:32-44 imposes the following requirements on contractors and on all subcontractors that knowingly enter into a contract, or construct a construction project, with a contractor in the fulfillment of a contract with a contracting agency. *In the case of a construction contract, “subcontractor” shall mean only designated subcontractors who are required by N.J.S.A. 40A:11-16 to be named in the submission of a bid.

A subcontractor named in a bid or other proposal made by a contractor to a contracting agency shall provide a copy of its business registration to the contractor who shall provide it to the contracting agency. The contractor shall provide the contracting agency with the business registration of the contractor and that of any named subcontractors prior to the time a contract is awarded.

The contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. Before final payment of the contract is made by the contracting agency, the contractor shall submit a complete and accurate list and proof of business registration of each subcontractor or supplier used in the fulfillment of the contract or shall attest that no subcontractors were used.


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

A business organization that fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency.


Sample Business Registration Certificates are attached for convenience. Questions on obtaining a Business Registration Certificate or on the law and its requirements can be directed to the Division of Revenue at (609) 292-9292.

(Revised 5/2017)

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

	STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
Taxpayer Name:	
Trade Name:	
Address:	
Certificate Number:	
Effective Date:	
Date of Issuance:	
For Office Use Only:	

OR

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		<small>DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 322 TRENTON, N.J. 08646-0322</small>
TAXPAYER NAME:	TRADE NAME:	
ADDRESS:	SEQUENCE NUMBER:	
EFFECTIVE DATE:	ISSUANCE DATE:	
		 Acting Director New Jersey Division of Revenue
<small>FORM-BRC(05-00) This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>		

(Revised 5/2017)

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

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

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

GENERAL SPECIFICATIONS

- INTENT:** It is the intent of this specification to describe and govern the **FURNISHING AND DELIVERY OF ANIMAL FEED AND SUPPLEMENTS (BID #0011-25) hereafter**, referred to as the items.
- SCOPE:** The bidder is to furnish and deliver any or all items as called for in the specifications as instructed by the Agency.
- GENERAL:** The items shall be new and of the latest design. The items shall be furnished complete in every detail and ready for use when delivered to the Agency. Any item differing in minor details from these specifications may be considered, provided such differences are clearly noted and described in detail by the bidder and attached to the proposal and considered by the purchaser to be, in all essential respects in compliance with these specifications. If requested the bidder shall bring to the Agency, the items, or a portion thereof, for a final inspection before the bid is awarded. The agency reserves the right to inspect manufacturing and warehouse facilities.
- EQUAL/TIE BIDS:** In the event of equal or tie bids, the agency reserves the right to award, at its discretion, to any one of the equal or tie bidders.
- PRICE DISCREPANCY:** If there is a discrepancy between the extended price and the unit price, the unit price shall prevail, and the agency retains the right to recompute the extended price.
- The agency also retains the right to check tie addition of all extended prices regardless of whether or not there is a discrepancy between the extended prices and the unit price. If the total sum of the extended price is incorrect, as a result of the bidders' faulty arithmetic calculations, the agency will substitute the correct price and inform the vendor of the change.
- GUARANTEE:** The bidder shall guarantee that the items and all its parts shall comply with this specification.
- PRODUCT:** Only manufactured and farm products of the United States wherever available, shall be used in the performance of the specifications.
- QUANTITY:** Quantities stated in the specifications are approximate quantities only, and the agency reserves the right to increase or decrease the quantities without increase or decrease in price.
- PROPOSAL FORM:** Prices are to be quoted for each item to be bid upon by bidder. The Board of Recreation Commissioners reserves the right to accept or reject any or all items listed on the proposal and to award the contract in whole or in part as deemed in the best interest of the Board of Recreation Commissioners.

CONTRACT SAMPLE

“**Board**” means “Monmouth County Board of Recreation Commissioners.”

“**Contractor**” means *{Insert Name of Vendor}* the legal entity with which the Board has entered into this Agreement, and its permitted successors and assigns.

“**Agreement**” means this *{Insert Title of Contract}* Agreement between the Board and the Contractor, dated *{Insert Award Date}*, as the same may be amended or modified from time to time in accordance herewith.

“**County**” means the County of Monmouth, New Jersey

This “**Agreement**” entered into this *{XX}* day of *{Month}*, 2021 by the “**Board**”, a body politic, with offices located at 805 Newman Springs Road, Lincroft, New Jersey 07738, and the “**Contractor**” a corporation with offices at *{Insert Vendor Address}*

IT IS AGREED:

- 1) Contractor will construct *{Insert Bid Title, BID #0000-00, BID DATE: 0/00/21}*, ITEMS: *{Insert Agenda Award Wording exactly from Award Form, Spell out Dollar Amount}* (\$) all in accordance with the notice to bidders, plans, specifications and proposal, resolution awarding contract, and other bid documents, all of which are incorporated herein and made a part hereof as if set forth in full.
- 2) Books and Records. Contractor shall maintain all documentation related to products, transactions, or services under this Agreement for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request as per *N.J.A.C 17:44-2.2*
- 3) Indemnification. Contractor agrees that it will protect, indemnify and hold harmless the County of Monmouth, its Board of Recreation Commissioners, the Monmouth County Board of County Commissioners, Monmouth County Constitutional Officers (Sheriff, County Clerk, Prosecutor and Surrogate), and their respective employees, volunteers, and agents (together, the “County Indemnified Parties”), from and against (and pay the full amount of) all liabilities, obligations, delays, penalties, charges, taxes, fees and costs, deposits, actions, damages, claims, demands, judgments, losses, attorneys’ fees, expenses, and suits, and will defend the County Indemnified Parties in any suit, including appeals, for personal injury to, or death of, any person, or loss or damage to property, arising out of (1) actual or alleged negligence, intentional, or wrongful conduct of the Contractor or any of its officers, members, employees, agents, representatives, or subcontractors in connection with its obligations or rights under this Agreement, (2) actual or alleged Contractor breach, (3) actual or alleged performance or non-performance of the Contractor’s obligations under this Agreement, or (4) the Contractor’s actual or alleged failure to pay its workers, suppliers, or subcontractors for labor or materials provided to the Board. The Contractor’s indemnity obligations hereunder shall not be limited by any coverage exclusions or other provisions in any insurance policy maintained by the Contractor which is intended to respond to such events. The Contractor’s indemnification obligation shall not include claims that are finally determined to result from the sole negligence or willful misconduct of the Board.

A County Indemnified Party shall promptly notify the Contractor of the assertion of any claim against it for which it is entitled to be indemnified hereunder, shall give the Contractor the opportunity to defend such claim, and shall not settle the claim without the approval of the Contractor. The Contractor agrees that the County reserves its right to monitor and actively participate in the defense of any and all claims against the County, at its own expense, if, in its sole discretion, the County chooses to do so. These indemnification provisions are for the protection of the County Indemnified Parties only and shall not establish, of themselves, any

liability to third parties. The provisions of this subsection shall survive termination of this Agreement.

- 4) Counterparts. This Agreement may be fully executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement binding upon all parties, notwithstanding that all parties have not signed the same counterpart. Such executions may be transmitted to the parties electronically or by facsimile, and such electronic or facsimile execution shall have the same force and effect as an original signature.
- 5) Notices. Any notices that are provided pursuant to this Agreement shall be in writing (including facsimile and electronic transmissions) and mailed or transmitted or delivered as follows:

To the Board:

Monmouth County Board of Recreation Commissioners
805 Newman Springs Road
Lincroft, NJ 07738
Attn: Andrew J. Spears, Director
Email: AndrewJ.Spears@co.monmouth.nj.us
Fax: 732-842-4162

with a copy to:

Jason Sena, Esq.
Special County Counsel
Archer & Greiner, P.C.
10 Highway 35
Red Bank, NJ 07701

To the Contractor:

XYZ Corp.
2 Main Street
Anytown, NJ 12345
Attn: Jane Doe, President
Email: jdoe@xyzcorp.com
Fax: 123-456-7890

Or to such other address or individual as any party may from time to time notify the other.

- 6) Multi-Year Contracts. If the contract period extends beyond the Board's current budget year, the Agreement shall be subject to the availability and appropriation annually of sufficient funds in any subsequent year(s).
- 7) No Discrimination. The Contractor agrees to comply with the Anti-Discrimination in Employment requirements of N.J.S.A. 10:2-1, set forth in Exhibit A attached hereto. The Contractor also agrees to comply with the Equal Employment Opportunity requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq., set forth in Exhibit B attached hereto. The Contractor also agrees to comply with the Americans with Disabilities Act requirements of 42 U.S.C. § 12101 et seq., set forth in Exhibit C attached hereto. The Contractor shall not discriminate nor permit discrimination by any of its officers, employees, agents, representatives, or subcontractors against any person because of age, race, color, religion, national origin, sex, creed, religion, ancestry, marital status, affectional or sexual orientation, familial status,

disability, nationality, gender identity or, with respect to otherwise qualified individuals, disability. The Contractor will take all actions reasonably necessary to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, national origin, sex, creed, religion, ancestry, marital status, affectional or sexual orientation, familial status, disability, nationality, gender identity or, with respect to otherwise qualified individuals, disability. Such action shall include, without limitation, recruitment, and recruitment advertising; layoff or termination; upgrading, demotion, transfer, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor shall impose these non-discrimination provisions by contract on all subcontractors hired to perform work related to this Agreement and shall take all reasonable actions necessary to enforce such provisions. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 8) New Jersey Business Registration. The Contractor has previously provided the Board with a copy of the Contractor's New Jersey Business Registration Certificate and that of any named subcontractor, verifying that the Contractor and subcontractors are properly registered with the New Jersey Department of the Treasury. The Contractor acknowledges that:

(i) N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) a subcontractor named in a bid or other proposal made by a contractor to a contracting agency shall provide a copy of its business registration to the contractor who shall provide it to the contracting agency; 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 during the course of the contract performance; 3) prior to receipt of final payment from a contracting agency, the contractor must submit to the contracting agency a complete and accurate list of all subcontractors or attest that none was used; 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all taxable sales of tangible personal property delivered into this State.

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

- 9) Annual Campaign Contribution Disclosure Requirements. Pursuant to N.J.S.A.19:44A-20.27, Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

- 10) Incorporation of Bid Specifications. The specific duties of the Contractor shall be as set forth in the Bid, Contract Documents which is incorporated in its entirety and made a part of this Agreement and attached hereto as Exhibit "XX". Should there occur a conflict between the

description of the scope of work set forth in this Agreement and the Bid, this Agreement shall prevail.

The Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Agreement to comply with, all of the requirements of the Bid.

- 11) “Or Equal” Substitutions. Whenever these specifications identify a brand name, trade name or a manufacturer's name, this designation is used for classification or descriptive purposes only, and the bidder may substitute an equal product, subject to the approval of the Board.
- 12) Governing Law. This Agreement shall be governed by and construed in accordance with laws of the State of New Jersey.
- 13) Severability. In the event that a court of competent jurisdiction finds any term or clause in this Agreement to be invalid, unenforceable, or illegal, the same will not have an impact on other terms or clauses in the Agreement or the entire Agreement. Rather, such term or clause shall be regarded as stricken while the remainder of this Agreement shall continue to be in full effect. Such invalid, unenforceable, or illegal term or clause may be revised to the extent required to render the Agreement enforceable or valid, and the rights and responsibilities of the parties shall be interpreted and enforced accordingly, so as to preserve their agreement and intent to the fullest possible extent.
- 14) Compliance with Applicable Law. The Contractor shall, and shall cause all subcontractors to, perform in accordance with Applicable Law. The Contractor shall provide all notices, reports, and submissions required by Applicable Law. In the event that revisions in laws, rules, regulations, or other Applicable Law requires changes to the Contractor's performance under the Agreement, the Contractor shall comport with these updated requirements of Applicable Law.
 - “Applicable Law” means any law, rule, regulation, requirement, guideline, action, determination, or order of, or legal entitlement issued or deemed to be issued by, any federal, state, or local agency, court or other governmental body having jurisdiction, applicable from time-to-time regarding any transaction or matter contemplated by this Agreement.
- 15) No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer on any person other than the parties hereto and their respective permitted successors and assigns hereunder any rights or remedies under or by reason of this Agreement.
- 16) No Waivers. No action of the Board or Contractor pursuant to this Agreement (including, but not limited to, any investigation or payment), and no failure to act, shall constitute a waiver by either party of the other party's obligation to comply with any term or provision of this Agreement. No course of dealing or delay by the Board or Contractor in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof or otherwise prejudice such party's rights, powers, and remedies.
- 17) No Consequential or Punitive Damages. In no event shall either party hereto be liable to the other or obligated in any manner to pay to the other any special, incidental, consequential, punitive, or similar damages (but not actual or direct damages) based upon claims arising out of or in connection with the performance or non-performance of its obligations or otherwise under this Agreement, whether such claims are based upon contract, tort, negligence, warranty or other legal theory. The waiver of the foregoing damages applies only to disputes and claims as between the Board and the Contractor. Nothing in this paragraph shall limit the obligation of the Contractor to indemnify, defend and hold harmless the Board Indemnified Parties for any special, incidental, consequential, punitive, or similar damages payable to third parties resulting from any act or

circumstance for which the Contractor is obligated to indemnify the County Indemnified Parties in accordance with and to the extent provided hereunder.

- 18) Forum for Litigation. It is the express intention of the parties that all legal actions and proceedings related to this Agreement or to any rights or any relationship between the parties arising therefrom shall be commenced before the Superior Court of New Jersey, venued in Monmouth County; provided, however, that when circumstances allow for federal jurisdiction (based on diversity of citizenship or otherwise), such legal actions and proceedings may be maintained in federal court having jurisdiction over the Board. The Contractor irrevocably consents to the jurisdiction of such courts in any such actions or proceedings, and the Contractor waives any objection it may have to the laying of the jurisdiction of any such action or proceeding.
- 19) Assignment. This Agreement is not assignable or transferrable to any party other than the Contractor without the express written permission of the Board, which may be withheld in the Board's sole discretion for any reason, or for no reason at all. This restriction includes changes in ownership of the Contractor that exceed fifty percent (50%) of the equity or other applicable interests held and disclosed at the time of entry into this Agreement. Any such approval given in one instance shall not relieve the assigning party of its obligation to obtain the prior written approval of the other party to any further assignment. The approval of any assignment shall not operate to release either party from any of its obligations under this Agreement unless the written approval specifically provides otherwise. Any assignment of this Agreement shall require the assignee to assume the performance of and observe all obligations, representations, and warranties of the assigning party under this Agreement.
- 20) Amendments. Neither this Agreement nor any provision hereof may be changed, modified, amended, or waived except by written agreement duly executed by both parties.
- 21) Drafting Responsibility. Neither party shall be held to a higher standard than the other party in the interpretation or enforcement of this Agreement as a whole or any portion hereof as a result of having assumed primary drafting responsibility of this Agreement.
- 22) Acceptance of Final Payment. Acceptance of the final payment by the Contractor shall be considered a release in full of all claims against the Board arising out of, or by reason of, the work performed, and materials furnished under the Agreement.
- 23) Set-Off. Should Contractor either refuse or neglect to perform the service which Contractor is required to perform in accordance with the terms of this Agreement, and if expense is incurred by the Board by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent the Board from pursuing any other remedy to which it may be entitled.
- 24) This Agreement may be terminated as follows:
 - a. If Contractor is required to be licensed in order to perform the services which are the subject of this Agreement, then this Agreement may be terminated by the Board in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.
 - b. If, through any cause, the Contractor, where applicable, shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Board shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished

documents, data, studies, and reports prepared by the Contractor under this Agreement, shall be forthwith delivered to the Board.

- c. Bankruptcy or insolvency of the Contractor; sale of the business of the Contractor, or death or permanent disability of the Contractor in the event the Contractor is an individual.
- d. Should the Board default in the performance of this Agreement or materially breach any of its provisions, which remain uncured after thirty (30) days after notice is given to the Board, the Contractor may terminate this Agreement, unless the Board is prevented from performing this Agreement by circumstances beyond its control. In that instance, any obligations owing by the Board to the Contractor shall be suspended without liability for the period during which the Board is so prevented.
- e. Should the Board fail to pay Contractor all or any part of the compensation earned for services rendered within sixty (60) days after the date due, the Contractor may at its option, terminate this Agreement.
- f. Notwithstanding the above, the Contractor, where applicable, shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of the Agreement by the Contractor, and the Board may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to the Board from the Contractor is determined.
- g. Termination shall not operate to affect the validity of the indemnification provisions of this Agreement.

25) Insurance Coverage. The Contractor shall obtain, pay for, and maintain the insurance coverages listed in paragraphs (a) through (e) below with respect to performance of the Agreement. The Contractor shall be responsible for premiums, fees and other costs associated with obtaining and maintaining such required insurance, and the Board shall have no obligation to reimburse the Contractor, therefore. The Board reserves the right to waive or modify the below requirements, if appropriate.

- (a) Statutory workers compensation insurance required to be held by any State or Federal law, including other states coverage, and employers' liability coverage with limits of \$500,000 each accident, \$500,000 each employee and \$500,000 aggregate for disease;
- (b) Commercial General Liability coverage for bodily injury, property damage, and personal injury liability of not less than \$1,000,000 combined single limit each occurrence or offense, and \$2,000,000 general aggregate. Coverage is to include premises and operations, independent contractors, and products and completed operations;
- (c) Business Automobile Liability insurance including coverage for any owned, hired, or non-owned vehicle, with limits of not less than \$1,000,000 combined single limit, including an MCS 90 endorsement;
- (d) Umbrella excess or excess liability insurance above the required commercial general, business automobile, and employers' liability insurance in the amount of \$1,000,000 each occurrence and aggregate; and

Additional Insureds. The Contractor shall name the County of Monmouth, Monmouth County Board of Recreation Commissioners, and their respective officers, servants, and agents as additional insureds (the "Additional Insureds") on all insurance policies required pursuant to this Appendix A (other than paragraphs 1(a) and (c) hereof).

To the extent permitted by Applicable Law, and by the insurance policies, each party shall waive the subrogation rights of its various insurance carriers in favor of the other party.

Insurance Certificates. Insurance, and any renewals thereof, shall be evidenced by certificates of insurance issued or countersigned by a duly authorized representative of the issuer and delivered to the Board for its approval.

Notices. Each insurance policy shall be endorsed to require 45 days written notice to the Board of cancellation, or intent not to renew by the insurance company.

Non-Recourse Provision. All insurance policies shall provide that the insurers shall have no recourse against the Additional Insured for payment of any premium or assessment and shall contain a severability of interest provision in regard to mutual coverage liability policies. The coverages provided by mutual coverage liability insurance policies required hereunder shall be the primary source of any restitution or other recovery for any injuries to or death of persons or loss or damage to property incurred as a result of an action or inaction of the Contractor or its subcontractors, of their respective suppliers, employees, agents, representatives, or invitees, that fall within these coverages and also within the coverages of any liability insurance or self-insurance program maintained by the Board.

Subcontractors. The Contractor shall be responsible for ensuring that all subcontractors that are providing contract services secure and maintain all insurance coverages (including workers' compensation insurance) and other financial sureties required by New Jersey law in connection with their presence and the performance of their duties at or concerning the providing of contract services.

Qualifications of Insurers. The Contractor is required to obtain the insurance set forth herein with insurance companies allowed to do business in the State of New Jersey, which maintain ratings of at least A- VII in the latest evaluation of the A.M. Best Contractor Reports.

26) Liquidated Damages. This Agreement provides for the payment of liquidated damages in certain circumstances of nonperformance, breach, and default. Each party agrees that the damaged party's actual damages in each such circumstance would be difficult or impossible to ascertain and that the liquidated damages provided for herein with respect to each such circumstance are intended to place the damaged party in the same economic position as it would have been in had the circumstance not occurred. Except as otherwise specifically provided herein, such liquidated damages shall constitute the only remedy in such circumstances by the nonperforming, breaching, or defaulting party, regardless of legal theory.

IN WITNESS WHEREOF, the parties have signed this agreement.

MONMOUTH COUNTY BOARD
OF RECREATION COMMISSIONERS

{VENDOR NAME}

BY: _____
Kevin Mandeville, Chairman

BY: _____

ATTEST:

Andrew J. Spears, Director

ATTEST:

DATE: _____

DATE: _____

RESOLUTION NO: _____

PURCHASE ORDER NO: _____

SPECIFICATIONS FOR THE FURNISHING AND DELIVERY OF ANIMAL FEED AND SUPPLEMENTS TO THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS, LINCROFT, NJ

SCOPE: It shall be the purpose of this contract to make available to the Monmouth County Park System an authorized source for the procurement of Animal Feed and Supplements.

PROPOSAL: The attached proposal(s) must be submitted in order for bidders to be considered. Award(s) will be made to the vendor(s) offering the lowest net prices to the Monmouth County Park System. The Purchasing Committee reserves the right to accept or reject any or all bids and to award in a manner in which their estimation will be in the best interest of the agency.

QUANTITY: Quantities stated herein are estimates of the agency's anticipated requirements. The Monmouth County Park System reserves the right to increase or decrease quantities of individual items within the total dollar amount for Proposals #1 and #2. The amount of different feed types ordered will fluctuate according to the number and types of animals at the specific sites.

PAYMENT: Upon delivery, an invoice and signed Monmouth County payment voucher must be submitted to the Board of Recreation Commissioners. The Monmouth County Board of Recreation Commissioners and the Monmouth County Board of Chosen Freeholders will make payment upon approval, payment will be made.

PERIOD OF CONTRACT: Contract shall be effective for the period **January 1, 2025, or date of award if later, through December 31, 2025.** Should the contractor dispose of his business during the contract period, all obligations will be transferred to the new owner who will be required to submit a proposal in accordance with the requirements set forth herein.

NORMAL BUSINESS HOURS: Monday-Friday 8:00-4:30, excluding weekends and holidays. For the purposes of this contract holidays are – New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day and that Friday, and Christmas Day.

DELIVERY: This contract shall not be for single bulk delivery. Orders will be placed by telephone or email and only those quantities ordered shall be delivered. The agency, at its option, will be allowed to pick up orders at the vendor's place of business. Deliveries shall be made as specified on each proposal F.O.B. to any of the nine (9) specified locations:

1. Historic Longstreet Farm
Longstreet Road
Holmdel, NJ
2. Central Supply
Thompson Park, Newman Springs Road
Lincroft, NJ
3. Historic Walnford
Walnford Road
Allentown, NJ
4. Huber Woods Environmental Center
Brown's Dock Road
Middletown, NJ
5. Manasquan Reservoir Environmental Center
Georgia Tavern Road
Howell, NJ
6. Deep Cut Gardens
Red Hill Rd.
Middletown, NJ
7. Sunnyside Equestrian Center
Middletown-Lincroft Rd.
Middletown, NJ
8. Big Brook Park
Route 520
Marlboro, NJ
9. Freneau Woods Park
Monastery Lane
Aberdeen Twp, NJ

It shall be understood and agreed by all bidders that there will be no minimum amount required or set by any bidder for individual orders.

METHOD OF AWARD:

Proposal #1-

Will be awarded as a single contract. Bidder must bid on all items listed to be considered. Award will be made to the responsive and responsible bid offering the lowest lump sum total of unit prices given and other considerations.

Proposal #2

Will be awarded as a single contract. Bidder must bid on all items listed to be considered. Award will be made to the responsive and responsible bid offering the lowest lump sum total of unit prices given and other considerations.

SPECIAL NOTES:

Any brand names listed are not meant to limit competition but to establish standards of quality. Bidder must provide product information consisting of product description, guaranteed analysis, feeding recommendations, etc. with proposal and all substitutions must be noted. All feed and supplements shall be delivered in sealed containers, clearly labeled as to the contents unless otherwise specified. All feed and supplements shall be free from mold and mildew. Any products deemed unacceptable shall be replaced at no additional cost.

PROPOSAL 1

1. PELLETED HORSE FEED

50 lbs.

Guaranteed Analysis

Crude Protein	Min.	12.0%	
Crude Fat	Min.	4.0%	
Crude Fiber	Max.	11.0%	
Acid Detergent Fiber	Max.	13.00%	
Neutral Detergent Fiber	Min.	28.00%	Max. 28.00%
Calcium	Min.	0.75%	Max. 1.25%
Phosphorus	Min.	0.60%	
Copper	Min.	45 ppm	
Manganese	Min.	130 ppm	
Selenium	Min.	0.50 ppm	
Zinc	Min.	140 ppm	
Vitamin A	Min.	4,000 IU/lb.	
Vitamin E	Min.	100 IU/lb.	

2. SENIOR HORSE FEED

50 lbs.

Guaranteed Analysis

Crude Protein	Min.	14.5%	
Lysine	Min.	0.73%	
Methionine	Min.	0.34%	
Threonine	Min.	0.54%	
Crude Fat	Min.	5.5%	
Crude Fiber	Max.	17.0%	
Acid Detergent Fiber	Max.	21.00%	
Neutral Detergent Fiber	Max.	35.00%	
Dietary Starch	Max.	13.00%	
Sugar	Max.	4.2%	
Calcium	Min.	0.75%	Max. 1.25%
Phosphorus	Min.	0.65%	
Copper	Min.	55 ppm	
Manganese	Min.	135 ppm	
Selenium	Min.	0.55 ppm	
Zinc	Min.	170 ppm	
Vitamin A	Min.	5,000 IU/lb.	
Vitamin E	Min.	155 IU/lb.	
Biotin	Min.	0.55 mg/lb.	
Total Bacillus Species	Min.	500 million cfu/lb.	
Enterococcus Faecium	Min.	4 million cfu/lb.	
Lactobacillus Acidophilus	Min.	6 million cfu/lb.	

3. LOW-CALORIE HORSE FEED

50 lbs.

Guaranteed Analysis

Crude Protein	Min.	13.0%
Lysine	Min.	1.0%
Methionine	Min.	0.50%
Threonine	Min.	0.75%

Crude Fat	Min.	3.5%	
Crude Fiber	Max.	17.5%	
Acid Detergent Fiber	Max.	21.00%	
Neutral Detergent Fiber	Max.	36.00%	
Dietary Starch	Max.	12.00%	
Sugar	Max.	4.2%	
Calcium	Min.	1.75%	Max. 2.25%
Phosphorus	Min.	1.0%	
Copper	Min.	160 ppm	
Manganese	Min.	375 ppm	
Selenium	Min.	2.0 ppm	
Zinc	Min.	500 ppm	
Vitamin A	Min.	14,000 IU/lb.	
Vitamin E	Min.	500 IU/lb.	
Biotin	Min.	1.5 mg/lb.	
Total Bacillus Species	Min.	500 million cfu/lb.	
Enterococcus Faecium	Min.	4 million cfu/lb.	
Lactobacillus Acidophilus	Min.	6 million cfu/lb.	

4. HOOF SUPPLEMENT HORSE FEED 50 lbs.

Guaranteed Analysis

Crude Protein	Min.	20.0%	
Methionine	Min.	3.15%	
Crude Fat	Min.	5.0%	
Crude Fiber	Max.	9.0%	
Acid Detergent Fiber	Max.	12.00%	
Neutral Detergent Fiber	Max.	28.00%	
Calcium	Min.	0.75%	Max. 1.25%
Phosphorus	Min.	0.65%	
Salt	Min.	0.75%	Max. 1.25%
Copper	Min.	600 ppm	
Manganese	Min.	1,100 ppm	
Zinc	Min.	2,000 ppm	
Biotin	Min.	60 mg/lb.	

5. OATS, CRIMPED OR ROLLED 50 lbs.

Guaranteed Analysis

Crude Protein	11-14%
---------------	--------

6. RATION BALANCER 50 lbs.

Guaranteed Analysis

Crude Protein	Min.	30.00%	
Crude Fat	Min.	3.00%	
Crude Fiber	Max.	9.00%	
Calcium	Min.	2.75%	Max. 3.75%
Phosphorus		2.00%	
Salt	Min.	1.50%	Max. 2.00%
Potassium		1.25%	
Magnesium		0.35%	
Manganese		307 ppm	

Iodine	8 ppm
Copper	160 ppm
Cobalt	1 ppm
Zinc	560 ppm
Iron	800 ppm
Selenium	2.2 ppm
Vitamin A	42,000 IU/lb.
Vitamin D3	4,200 IU/lb.
Vitamin E	200 IU/lb.
Vitamin B12	76µg/lb.
Menadione (Vitamin K)	5.3 mg/lb.
Riboflavin (Vitamin B2)	23 mg/lb.
d-Pantothenic Acid (Vitamin B5)	23 mg/lb.
Thiamine (Vitamin B1)	54 mg/lb.
Vitamin B6 (Pyridoxine)	10 mg/lb.
Niacin	210 mg/lb.
Folic Acid	1.15 mg/lb.
Choline	1600 mg/lb.
Biotin	2 mg/lb.
Ascorbic Acid (Vitamin C)	105 mg/lb.

7. **VITAMIN E & SELENIUM PELLETS** **25 lbs.**

Guaranteed Analysis

Vitamin E	20,000 IU/lb.
Selenium	32 mg/lb.

8. **TIMOTHY HAY PELLETS** **50 lbs.**

Guaranteed Analysis:

Crude Protein	Min.	8%
Crude Fiber	Min.	35%
Crude Fat	Min.	1.5%
Moisture	Max.	12%

Ingredients: Naturally sun-cured Timothy grass forage.

Product Description: Timothy hay compressed into pellets for use as a forage replacement or supplement.

9. **ALFALFA HAY PELLETS** **50 lbs.**

Guaranteed Analysis:

Crude Protein	Min.	16%
Crude Fiber	Min.	26%
Crude Fat	Min.	1.5%
Moisture	Max.	12%

Ingredients: Dehydrated Alfalfa

Product Description: Sun-cured Alfalfa, dehydrated and pelleted to preserve nutrients and prevent mold & dust; a consistent, convenient forage replacement or supplement.

10. ALL STOCK SWEET FEED 50 lbs.

Guaranteed Analysis

Crude Protein	Min.	16.0%	Max.	18.0%
Crude Fat	Min.	2.5%		
Crude Fiber	Max.	11.0%		
Acid Detergent Fiber	Max.	13.0%		
Calcium (Ca)	Min.	0.70%	Max.	1.30%
Phosphorus (P)	Min.	0.60%		
Salt (NaCl)	Min.	0.80%		
Salt (NaCl)	Max.	1.30%		
Potassium (K)	Min.	1.0%		
Copper (Cu)	Min.	22 ppm	Max.	32 ppm
Selenium (Se)	Min.	0.40 ppm		
Zinc (Zn)	Min.	110 ppm		
Vitamin A	Min.	4,000IU/lb.		

11. DAIRY CALF FLAKES, MEDICATED 50 lbs.

ACTIVE DRUG INGREDIENT:

Lasalocid 100 g/ton

Guaranteed Analysis

Crude Protein	Min.	21.0 % - 23.0%		
Crude Fat	Min.	2.5%		
Crude Fiber	Max.	8.5%		
Acid Detergent Fiber (ADF)	Max.	10.0%		
Calcium	Min.	0.65%		
Calcium	Max.	1.05%		
Phosphorus	Min.	0.55%		
Salt	Min.	0.75%		
Salt	Max.	1.25%		
Selenium	Min.	0.85 ppm		
Vitamin A	Min.	10,000 IU/lb.		
Vitamin E	Min.	65 IU/lb.		

12. MILK REPLACER, CALF 25 lbs.

Guaranteed Analysis

Crude Protein	Min.	22.0%		
Crude Fat	Min.	20.0%		
Crude Fiber	Max.	0.50%		
Calcium	Min.	0.75%	Max.	1.25%
Phosphorus	Min.	0.70%		
Sodium	Min.	0.50%	Max.	1.00%
Vitamin A	Min.	30,000 IU/lb.		
Vitamin D3	Min.	10,000 IU/lb.		
Vitamin E	Min.	150 IU/lb.		
Total Microorganisms	Min.	2.25x10 ⁹ CFU/lb.		

13. MILK REPLACER, LAMB 25 lbs.

Guaranteed Analysis

Crude Protein	Min.	23.00%
Crude Fat	Min.	30.00%
Crude Fiber	Max.	0.15%
Ash	Max.	9.0%
Calcium	Min.	0.60%
Calcium	Max.	1.10%
Phosphorus	Min.	0.70%
Selenium	Min.	0.30 ppm
Vitamin A	Min.	20,000 IU/lb.
Vitamin D ₃	Min.	5,000 IU/lb.
Vitamin E	Min.	100 IU/lb.
Total Microorganisms		3.00 BCFU/lb.

14. MULTI-SPECIES COLOSTRUM SUPPLEMENT 1 lb.**Guaranteed Analysis**

Crude Protein	Min.	40.0%
Crude Fat	Min.	18.0%
Calcium	Min.	0.10%
Calcium	Max.	0.60%
Phosphorus	Min.	0.80%
Salt	Min.	1.25%
Salt	Max.	1.75%
Sodium	Min.	1.50%
Sodium	Max.	2.00%
Potassium	Min.	0.55 %
Globulin	Min.	11.0%

15. PELLETED SHEEP FEED 50 lbs.**Guaranteed Analysis**

Crude Protein	Min.	16.0%		
NPN	Max.	1.00%		
Crude Fat	Min.	3.0%		
Crude Fiber	Max.	12.0%		
Calcium	Min.	1.00%	Max.	1.50%
Phosphorus	Min.	0.55%		
Salt	Min.	0.75%	Max.	1.25%
Selenium	Min.	0.40 ppm		
Vitamin A	Min.	5,500 IU/lb.		

16. HOG FEED, ADULT 50 lbs.**Guaranteed Analysis**

Crude Protein	Min.	14.0%		
Lysine	Min.	0.60%		
Crude Fat	Min.	3.0%		
Crude Fiber	Max.	6.0%		
Calcium	Min.	0.70%	Max.	1.20%
Phosphorus	Min.	0.65%		
Salt	Min.	0.20%	Max.	0.70%
Selenium	Min.	0.3 ppm		

17. PIG STARTER 50 lbs.

Guaranteed Analysis

Crude Protein	Min.	20.0%	
Lysine	Min.	1.2%	
Crude Fat	Min.	4.0%	
Crude Fiber	Max.	2.9%	
Calcium	Min.	0.70%	Max. 1.20%
Phosphorus	Min.	0.70%	
Salt	Min.	0.20%	Max. 0.70%
Selenium	Min.	0.3 ppm	
Zinc	Min.	150 ppm	

18. EGG LAYER PELLETS 50 lbs.

Guaranteed Analysis

Crude Protein	Min.	16.0%	
Lysine	Min.	0.70%	
Methionine	Min.	0.35%	
Crude Fat	Min.	2.70%	
Crude Fiber	Max.	6.0%	
Calcium (Ca)	Min.	3.30%	Max. 4.30%
Phosphorus (P)	Min.	0.55%	
Salt (NaCl)	Min.	0.20%	Max. 0.7%
Vitamin A	Min.	3,100 IU/lb.	

19. MULTI-FLOCK POULTRY STARTER, NON-MEDICATED 50 lbs.

GUARANTEED ANALYSIS

Crude Protein	Min.	22.0%	
Lysine	Min.	1.25%	
Methionine	Min.	0.50%	
Crude Fat	Min.	3.50%	
Crude Fiber	Max.	4.0%	
Calcium (Ca)	Min.	0.80%	Max. 1.30%
Phosphorus (P)	Min.	0.75%	
Salt (NaCl)	Min.	0.25%	Max. 0.75%
Manganese	Min.	135 ppm	
Selenium	Min.	0.30 ppm	
Vitamin A	Min.	5,700 IU/lb.	
Vitamin E	Min.	28 IU/lb.	
Phytase	Min.	681 FYT/lb.	

20. CRUSHED OYSTER SHELL 50 lbs.

21. POULTRY GRIT 5 lbs.

22. CHICK GRIT 5 lbs.

23. CAT FOOD (DRY) 32-40 lbs.

24. CAT FOOD (CANNED) _____ ct. Multipack 5.5 oz.

- (e.g. 9 Lives, Friskies, etc.)
25. **KITTEN FOOD (DRY)** **6-12 lbs.**
26. **HORSE PASTE WORMER (SYRINGE TYPE)** **0.4 oz.**
Ingredients: Ivermectin (e.g. Eqvalan, Zimectrin, Equimectrin, Rotectin-I)
Single dose syringe, 1,250 lb dosage
27. **HORSE PASTE WORMER (SYRINGE TYPE)** **0.4 oz**
Ingredients: Moxidectin (e.g. Quest)
Single dose syringe, 1,250 lb dosage
28. **HORSE PASTE WORMER (SYRINGE TYPE)** **0.4 oz.**
Ingredients: Pyrantel Pamoate (e.g. Strongid-P, PyranticPaste)
Single dose syringe, 1,250 lb dosage
29. **HORSE PASTE WORMER (SYRINGE TYPE)** **0.4 oz.**
Ingredients: Ivermectin/Praziquantel (e.g. Equimaxx, Zimecterin Gold)
Single dose syringe, 1,250 lb dosage
30. **HORSE PASTE WORMER (SYRINGE TYPE)** **0.4 oz.**
Ingredients: Moxidectin/Praziquantel (e.g. Quest Plus)
Single dose syringe, 1,250 lb dosage
31. **AMPROLIUM 9.6% ORAL SOLUTION COCCIDIOSTAT** **16 fl. oz.**
Ingredients: Amprolium 9.6% (e.g. CORID)
32. **IVERMECTIN INJECTION** **50 mL.**
1% Sterile Solution
33. **DORAMECTIN INJECTION** **100 mL.**
1% Sterile Solution
34. **FENBENDAZOLE DEWORMER** **4.2 fl. oz.**
Ingredients: Fenbendazole 10% Suspension, 100 mg/mL (e.g. Safe-Guard, etc.)
35. **ALBENDAZOLE DEWORMER** **16.9 fl. oz.**
Ingredients: Albendazole 11.36% Suspension, 100 mg/mL (e.g. Valbazen, etc.)
36. **IVERMECTIN PARASITICIDE** **33.8 fl. oz.**
Ingredients: Ivermectin 0.08% Solution (e.g. Ivomec, etc.)

37. **LEVAMISOLE HYDROCHLORIDE DRENCH POWDER** 1.8 oz.
Ingredients: Levamisole 46.8 g activity (e.g. Prohibit, etc.)
38. **MOXIDECTIN ORAL PARASITICIDE** 1 L.
Ingredients: Moxidectin, 0.01% Solution, 1 mg/mL (e.g. Cydectin, etc.)
39. **VITAMIN DRENCH FOR LIVESTOCK AND POULTRY** 8 fl. oz.
Guaranteed Analysis
- | | | | |
|-----------|------|-------------------|--|
| Calcium | Min. | 0.4% | |
| Calcium | Max. | 0.7% | |
| Selenium | Min. | 0.1 Mg/fl. oz. | |
| Vitamin A | Min. | 23,700 Iu/fl. oz. | |
| Vitamin D | Min. | 5,910 Iu/fl. oz. | |
| Vitamin E | Min. | 90 Iu/fl. oz. | |
40. **BLOAT TREATMENT FOR RUMINANTS** 12 fl. oz.
Active Ingredient: Docusate Sodium
41. **MULTI-SPECIES ELECTROLYTE SUPPLEMENT** 4 lbs.
Guaranteed Analysis
- | | | | |
|-----------|------|--------|------------|
| Dextrose | Min. | 50.00% | |
| Glycine | Min. | 3.00% | |
| Salt | Min. | 7.25% | Max. 8.70% |
| Sodium | Min. | 5.50% | Max. 6.60% |
| Potassium | Min. | 1.50% | |
42. **CATTLE/HORSE MINERAL SUPPLEMENT, LOOSE** 50 lbs.
43. **SHEEP MINERAL SUPPLEMENT, LOOSE** 50 lbs.
Contains No Copper
44. **SALT BLOCKS, TRACE MINERAL** 50 lbs.
Guaranteed Analysis
- | | | | |
|-----------|------|--------|-------------|
| Salt | Min. | 94.0% | Max. 99% |
| Sodium | Min. | 37.0% | Max. 38.75% |
| Copper | Min. | 0.03% | |
| Zinc | Min. | 0.35% | |
| Iron | Min. | 0.20% | |
| Manganese | Min. | 0.20% | |
| Cobalt | Min. | 0.005% | |
| Iodine | Min. | 0.007% | |
45. **SALT, LOOSE** 25 lbs.
46. **MULTI-SPECIES PROBIOTIC FEED GRANULES** 5 lbs.

47. **LIQUID VITAMIN B-12** 1 pt.
48. **PSYLLIUM PELLETS** 10 lbs.
ACTIVE INGREDIENT:
 Psyllium Husk 102,250 mg/5 oz.
49. **MINERAL OIL** 1 gal.
50. **ALOE VERA JUICE** 2.1 pts.
Ingredients: 2:1 Aloe Vera Juice Extract
51. **BLACK OIL SUNFLOWER SEED** 40 lbs.
52. **CORN, WHOLE (SHELLED)** 50 lbs.
 100% Whole Corn
53. **CRACKED CORN, COARSE** 50 lbs.
 100% Corn, Cracked
54. **WHEAT BRAN** 50 lbs.
 100% milled wheat
55. **FLAX SEED, GROUND** 25 lbs.
Guaranteed Analysis
 Crude Protein Min. 23.0%
 Crude Fat Min. 36.0%
 Crude Fiber Max. 12.0%
56. **THISTLE (NYJER) SEED** 50 lbs.
57. **WILD BIRD SEED** 40 lbs.
Guaranteed Analysis
 Crude Protein Min. 9.0 %
58. **GUINEA PIG FOOD** 25 lbs.
Guaranteed Analysis
 Crude Protein Min. 20.0%
 Crude Fat Min. 4.0%
 Crude Fiber Max. 16.0%
 Calcium Min. 0.75% Max. 1.25%
 Phosphorus Min. 0.65%
 Salt Min. 0.25% Max. 0.75%

DELIVERY:

Approximately 90% of all deliveries will go to Historic Longstreet Farm and Historic Walnford. Bird seed, thistle seed, flax, sunflower, cracked corn, guinea pig food and cat food may/will be delivered to Manasquan Reservoir, Huber Woods, Deep Cut Gardens, Big Brook Park and/or Freneau Woods. Central Supply may be used as an emergency delivery location.

CONTACT:

Debra Senese
Supervisor, Longstreet Farm
732-946-3758

PROPOSAL 2

1. TIMOTHY HAY PELLETS **50 lbs.**

Guaranteed Analysis:

Crude Protein	8% min.
Crude Fiber	35% min.
Crude Fat	1.5% min.
Moisture	12% max.

Ingredients: Naturally sun-cured Timothy grass forage.

Product Description: Timothy hay compressed into pellets for use as a forage replacement or supplement.

2. ALFALFA HAY PELLETS **50 lbs.**

Guaranteed Analysis:

Crude Protein	15% min.
Crude Fiber	30% min.
Crude Fat	1.5% min.
Moisture	12% max.

Ingredients: Dehydrated Alfalfa

Product Description: Pre-bloom Alfalfa, dehydrated and pelleted to preserve nutrients and prevent mold & dust; a consistent, convenient forage replacement or supplement.

3. RATION BALANCER **50 lbs.**

Guaranteed Analysis:

Crude Protein	13.50% min.
Lysine	0.90% min.
Methionine	0.29% min.
Threonine	0.60% min.
Tryptophan	0.25% min.
Leucine	1.00% min.
Crude Fat	4.50% min.
Crude Fiber	15.00% max.
ADF	7.00% max.
NDF	12.00% max.
Calcium	3.00% min.
Calcium	3.50% max.
Phosphorus	1.50% min.
Magnesium	2.50% min.
Potassium	1.50% min.
Sodium	0.65% min.
Sodium	1.00% max.
Chloride	0.65% min.
Salt	0.25% min.
Salt	1.00% max.

Omega-3 Fatty Acids	1.20% min.
Omega-6 Fatty Acids	1.00% min.
Selenium	3.50 ppm min.
Selenium	4.50 ppm max.
Zinc	1,000 ppm min.
Manganese	575 ppm min.
Cobalt	2.10 ppm min.
Copper	300 ppm min.
Iron	500 ppm min.
Vitamin A	36,000 IU/lb. min.
Vitamin D	6,000 IU/lb. min.
Vitamin E	1,000 IU/lb. min.
Riboflavin-B2	15.00 mg/lb. min.
Thiamin-B1	42.00 mg/lb. min.
Ascorbic Acid	275 mg/lb. min.
Biotin	1.40 mg/lb. min.
Total Direct Fed Microbials	6.85 billion CFU/lb. min.
Lactobacillus Acidophilus Fermentation Product	4.54 billion CFU/lb. min.
Enterococcus Faecium Fermentation Product	4.54 billion CFU/lb. min.
Bacillus Subtilis Dried Fermentation Product	125 million CFU/lb. min.
Saccharomyces Cerevisiae Yeast Culture	7.65 billion CFU/lb. min.
Cellulase (Trichoderma Longibrachiatum Fermentation Extract)	2.95 million CU/lb.
Protease (Bacillus Subtilis Fermentation Extract)	6,200 HUT/lb. min.

Ingredients: Dehydrated Alfalfa Meal, Wheat Middlings, Dried Whey, Ground Flaxseed, Calcite, Calcium Carbonate, Monocalcium Phosphate, Dicalcium Phosphate, Magnesium Oxide, Yeast Culture, Hydrolyzed Yeast, Dried Enterococcus Faecium Fermentation Product, Dried Lactobacillus Acidophilus Fermentation Product, Dried Bacillus Subtilis Fermentation Product, Dried Trichoderma Longibrachiatum Fermentation Extract, Dried Bacillus Subtilis Fermentation Extract, Zinc Hydroxy Chloride, Manganese Hydroxy Chloride, Copper Hydroxy Chloride, Butyric Acid, Zinc Oxide, Peppermint Essential Oil, Kelp Meal, Lecithin, Magnesium Proteinate, Selenium Yeast, L-Lysine, DL-methionine, L-Threonine, L-Tryptophan, L-Leucine, Salt, Sodium Bicarbonate, Fenugreek Seed, Anise, Ascorbic Acid (Source of Vitamin C), Niacin Supplement, Biotin, Vitamin A Supplement, Vitamin E Supplement, Thiamine Mononitrate, Beta Carotene, Calcium Pantothenate, Riboflavin Supplement, Pyridoxine Hydrochloride, Vitamin B12 Supplement, Vitamin D3 Supplement, Choline Chloride, Menadione Sodium Bisulfite Complex (Source of Vitamin K Activity), Folic Acid, Hydrated Sodium Calcium Aluminosilicate, Brewers Dried Yeast, Manganese Sulfate, Zinc Sulfate, Copper Sulfate, Cobalt Proteinate, Iron Amino Acid Complex, Ethylenediamine Dihydroiodide, (Propionic Acid, Sodium Benzoate, Potassium Sorbate (Preservatives)).

Product Description: a highly fortified vitamin/mineral supplement with no soy and no molasses for horses of any age. Ideal for easy keepers.

4. TIMOTHY AND ALFALFA MINI HAY CUBES 50 lbs.

Guaranteed Analysis:

Crude Protein	12% min.
Crude Fiber	30% max.
Moisture	12% max.

Ingredients: Timothy and Alfalfa hay cubes.

Product Description: Made from naturally grown NON-GMO alfalfa and timothy. No artificial preservatives are added to this product.

5. **PREMIUM GRASS FORAGE CHOPPED HAY** **40 lbs.**

Guaranteed Analysis:

Crude Protein	8% min.
Crude Fat	2.5% min.
Crude Fiber	30% min.

Ingredients: Timothy hay, orchard grass, glycerin.

Product Description: A blend of Timothy and orchard grass hay for all classes of horses.

6. **SALT LICK, WHITE** **50 lbs.**

7. **HIMALAYAN ROCK HANGING SALT LICK (with rope)** **2.2 lbs.**

8. **ORAL ELECTROLYTE POWDER** **4 lbs.**

Guaranteed Analysis:

Calcium	1.0% min. – 1.4% max.
Phosphorus	0.8% min.
Sodium Chloride (Salt)	6.0% min. – 6.7% max.
Potassium	3.0% min.
Dextrose	73% min.

Ingredients: Dextrose, salt, potassium chloride, dicalcium phosphate, hydrophobic silica, saccharin sodium, artificial coloring, artificial orange flavor

Product Description: a balanced electrolyte powder for horses, to be used as a supplemental source of calcium, phosphorus, salt and potassium.

9. **EQUINE VITAMIN E SUPPLEMENT** **2 lbs.**

Guaranteed Analysis:

Vitamin E	65,000 IU/lb.
-----------	---------------

Ingredients: D-alpha-tocopheryl acetate (natural vitamin E), and dextrose.

10. **EQUINE VITAMIN E & SELENIUM SUPPLEMENT** **2 lbs.**

Guaranteed Analysis:

Vitamin E	97,500 IU/lb.
Selenium	64.9 mg/lb.

Ingredients: D-alpha tocopheryl acetate, selenium yeast, dextrose.

11. **EQUINE DIGESTIVE FORMULA** **2 lbs.**

Active Ingredients (per 20 grams):

Hydrolyzed Collagen	3 gm
Deglycyrrhized Licorice Root Extract	1 gm

Mannanooligosaccharides	1 gm
Silica	1 gm
Glycine	750 mg
L-Glutamine	600 mg
Beta-1, 3 Glucans	225 mg
Marshmallow Root Powder	150 mg
Slippery Elm Bark Powder	105 mg
Sodium Copper Chlorophyllin	100 mg
Gamma Oryzanol	70 mg
Aloe Vera Gel Extract	35 mg
Equi GI Proprietary Blend	20 BCFU

Inactive Ingredients: Brewer's Dried Yeast, Ground Limestone, Inulin, Natural Vanillin Flavor, Stevia Leaf Extract.

Product Description: Effective support for horses with occasional gastric distress. Supports a healthy stomach lining and proper gut flora. Powder formula.

12. **ALOE VERA JUICE** **2.1 pts.**

Ingredients: 2:1 Aloe Vera Juice Extract

13. **SAND CLEARING SUPPLEMENT FOR HORSES** **25 lbs.**

Ingredients: Psyllium seed husk, wheat mill run, direct fed microorganism blend (distillers grain, dried *Saccharomyces cerevisiae* fermentation product, sodium silicoaluminate, dried *Lactobacillus acidophilus* fermentation product, dried *Enterococcus faecium* fermentation product, dried *Aspergillus oryzae* fermentation extract, dried *Trichoderma longibrachiatum* fermentation extract, dried *Bacillus subtilis* fermentation extract), sorbitol, calcium carbonate, brewers dried yeast, dried *Saccharomyces cerevisiae* fermentation soluble, natural and artificial flavoring, sodium ascorbate, deglycyrrhizinated licorice root powder, zinc methionine hydroxyl analogue chelate.

14. **HORSE PASTE WORMER (SYRINGE TYPE)** **0.4 oz.**

Ingredients: Ivermectin (e.g. Eqvalan, Zimectrin, Equimectrin, Rotectin-I)
Single dose syringe, 1,250 lb dosage

15. **HORSE PASTE WORMER (SYRINGE TYPE)** **0.4 oz.**

Ingredients: Moxidectin (e.g. Quest)
Single dose syringe, 1,250 lb dosage

16. **HORSE PASTE WORMER (SYRINGE TYPE)** **0.4 oz.**

Ingredients: Pyrantel Pamoate (e.g. Strongid-P, PyranticPaste)
Single dose syringe, 1,250 lb dosage

17. **HORSE PASTE WORMER (SYRINGE TYPE)** **0.4 oz.**

Ingredients: Ivermectin, Praziquantel (e.g. Equimax)
Single dose syringe, 1,250 lb dosage

18. HORSE PASTE WORMER (SYRINGE TYPE) 0.4 oz.

Ingredients: Moxidectin/Praziquantel (e.g. Quest Plus)
Single dose syringe, 1,250 lb dosage

19. CAT FOOD 12 lbs.

Ingredients: Whole Ground Corn, Soybean Meal, Chicken By-Product Meal, Corn Gluten Meal, Beef Tallow (Preserved With Mixed Tocopherols), Animal Digest, Turkey By-Product Meal, Salmon Meal, Ocean Fish Meal, Phosphoric Acid, Calcium Carbonate, L-Lysine Monohydrochloride, Choline Chloride, Salt, Titanium Dioxide (Color), Vitamins (Vitamin E Supplement, Niacin, Vitamin A Supplement, Thiamine Mononitrate, Riboflavin Supplement, D-Calcium Pantothenate, Pyridoxine Hydrochloride, Vitamin B12 Supplement, Menadione Sodium Bisulfite Complex (Source Of Vitamin K Activity), Vitamin D3 Supplement, Folic Acid, Biotin), Minerals (Ferrous Sulfate, Zinc Oxide, Manganous Oxide, Copper Sulfate, Calcium Iodate, Sodium Selenite), Taurine, DL-Methionine, Yellow 6, Yellow 5, Lactic Acid, Red 40, Potassium Chloride, Blue 2, Rosemary Extract.

Guaranteed Analysis:

Crude Protein	30.0% min.
Crude Fat	11.0% min.
Crude Fiber	4.0% max.
Moisture	12.0% max.
Calcium	1.0% min.
Phosphorus	0.8% min.
Selenium	0.3 mg/kg
Vitamin E	50 IU/kg

Product Description: With the delicious flavors of chicken, turkey, salmon, and ocean fish, it's the perfect mix to help you connect with your cat over a healthy meal. 100% complete and balanced nutrition; Provides all essential vitamins and minerals; and high quality protein to help support strong, healthy muscles.

DELIVERY:

Sunnyside Equestrian Center
628 Middletown-Lincroft Road
Middletown, NJ

CONTACT:

Laurie Kelley
Manager, Sunnyside Equestrian Center
732-224-1367, ext. 1#

BIDDER'S CHECKLIST

BID #: 0011-25

(Owner's checkmarks)



Items submitted with bid
(Bidder's **INITIALS**)



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

<u> X </u>	Proposal (Original)	_____
<u> X </u>	Statement of Ownership	_____
<u> X </u>	Non-Collusion Affidavit	_____
<u> X </u>	Acknowledgement of Addenda or Revisions (if any)	_____

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

<u> X </u>	Copy of NJ Business Registration Certificate for the bidder and subcontractors (if any)	_____
<u> X </u>	EEO/Affirmative Action Certificate	_____
<u> X </u>	References / List of previous and/or active relevant work	_____
<u> X </u>	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus	_____

THE UNDERSIGNED BIDDER HEREWITH SUBMITS THE ABOVE REQUIRED DOCUMENTS:

PRINT NAME OF BIDDER: _____

SIGNED BY: _____

PRINT NAME AND TITLE: _____

DATE: _____

**THIS CHECKLIST SHOULD BE INITIALED AND SIGNED WHERE INDICATED AND
RETURNED WITH ALL DOCUMENTS**

SUBMITTED BY _____
(Company name)

Proposal 1

**FURNISHING AND DELIVERY OF ANIMAL FEED AND SUPPLEMENTS TO THE
MONMOUTH COUNTY PARK SYSTEM, LINCROFT, NEW JERSEY TO THE
MONMOUTH COUNTY BOARD OF RECREATION COMMISSION**

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

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT SIZE</u>	<u>COST/UNIT</u>
1.	Pelleted Horse Feed	50 lbs.	\$ _____
2.	Senior Horse Feed	50 lbs.	\$ _____
3.	Low-Calorie Horse Feed	50 lbs.	\$ _____
4.	Hoof Supplement Horse Feed	50 lbs.	\$ _____
5.	Crimped or Rolled Oats	50 lbs.	\$ _____
6.	Ration Balancer	50 lbs.	\$ _____
7.	Vitamin E/Selenium Pellets	25 lbs.	\$ _____
8.	Timothy Hay Pellets	50 lbs.	\$ _____
9.	Alfalfa Hay Pellets	50 lbs.	\$ _____
10.	All Stock Sweet Feed	50 lbs.	\$ _____
11.	Dairy Calf Flakes, Medicated	50 lbs.	\$ _____
12.	Milk Replacer, Calf	25 lbs.	\$ _____
13.	Milk Replacer, Lamb	25 lbs.	\$ _____
14.	Multi-species Colostrum Supplement	1 lb.	\$ _____
15.	Pelleted Sheep Feed	50 lbs.	\$ _____
16.	Hog Feed, Adult	50 lbs.	\$ _____
17.	Pig Starter	50 lbs.	\$ _____
18.	Egg Layer Pellets	50 lbs.	\$ _____
19.	Multi-Flock Poultry Starter, Non-Medicated	50 lbs.	\$ _____
20.	Crushed Oyster Shell	50 lbs.	\$ _____

SUBMITTED BY _____

21.	Poultry Grit	5 lbs.	\$ _____
22.	Chick Grit	5 lbs.	\$ _____
23.	Cat Food (Dry)	32-40 lbs.	\$ _____
24.	Cat Food (Canned) _____ Multipack	5.5 oz.	\$ _____
25.	Kitten Food (Dry)	6-12 lbs.	\$ _____
26.	Horse Paste Wormer (Ivermectin)	0.4 oz.	\$ _____
27.	Horse Paste Wormer (Moxidectin)	0.4 oz.	\$ _____
28.	Horse Paste Wormer (Pyrantel Pamoate)	0.4 oz.	\$ _____
29.	Horse Paste Wormer (Ivermectin, Praziquantel)	0.4 oz.	\$ _____
30.	Horse Paste Wormer (Moxidectin/Praziquantel)	0.4 oz.	\$ _____
31.	Amprolium 9.6% Oral Coccidiostat (CORID)	16 fl. oz.	\$ _____
32.	Ivermectin 1% Injectable Parasiticide	50 mL.	\$ _____
33.	Doramectin 1% Injectable Parasiticide	100 mL.	\$ _____
34.	Fenbendazole 10% Oral Dewormer (Safe-Guard)	4.2 fl. oz.	\$ _____
35.	Albendazole 11.36% Oral Suspension (Valbazen)	16.9 fl. oz.	\$ _____
36.	Ivermectin 0.08% Oral Suspension (Ivomec)	33.8 fl. oz.	\$ _____
37.	Levamisole Hydrochloride Powder (Prohibit)	1.8 oz.	\$ _____
38.	Moxidectin Oral Drench 0.01% Solution (Cydectin)	1 L.	\$ _____
39.	Vitamin Drench for Livestock and Poultry	8 fl. oz.	\$ _____
40.	Bloat Treatment for Ruminants	12 fl. oz.	\$ _____
41.	Multi-Species Electrolyte Supplement	4 lbs.	\$ _____
42.	Cattle/Horse Mineral Supplement, Loose	50 lbs.	\$ _____
43.	Sheep Mineral Supplement, Loose	50 lbs.	\$ _____
44.	Salt Blocks, Trace Mineral	50 lbs.	\$ _____
45.	Salt, Loose	25 lbs.	\$ _____
46.	Multi-species Probiotic Feed Granules	5 lbs.	\$ _____
47.	Liquid Vitamin B-12	1 pt.	\$ _____
48.	Psyllium Pellets	10 lbs.	\$ _____
49.	Mineral Oil	1 gal.	\$ _____
50.	Aloe Vera Juice	2.1 pts.	\$ _____

SUBMITTED BY _____

51.	Black Oil Sunflower Seed	40 lbs.	\$ _____
52.	Corn, Whole (Shelled)	50 lbs.	\$ _____
53.	Cracked Corn, Coarse	50 lbs.	\$ _____
54.	Wheat Bran	50 lbs.	\$ _____
55.	Flax Seed, Ground	25 lbs.	\$ _____
56.	Thistle (Nyjer) Seed	50 lbs.	\$ _____
57.	Wild Bird Seed	40 lbs.	\$ _____
58.	Guinea Pig Food	25 lbs.	\$ _____

Total Lump Sum (items 1-58) \$ _____

NOTE: TAX EXEMPT #69-0220842

VARIANCE IF ANY: _____

The undersigned is a partnership under the laws of the State of _____
a corporation (please circle one)
an individual

having principal offices at: _____

MAILING ADDRESS: _____

PRINT NAME & TITLE: _____

FEDERAL ID # OR SOCIAL SECURITY #: _____

BUSINESS PHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

SIGNATURE: _____ DATED: _____

PROPOSAL 2**FURNISHING AND DELIVERY OF ANIMAL FEED AND SUPPLEMENTS TO THE MONMOUTH COUNTY PARK SYSTEM, LINCROFT, NEW JERSEY AND TO THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSION**

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

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT SIZE</u>	<u>COST/UNIT</u>
1.	Timothy Hay Pellets	50 lbs.	\$ _____
2.	Alfalfa Hay Pellets	50 lbs.	\$ _____
3.	Ration Balancer	50 lbs.	\$ _____
4.	Timothy & Alfalfa Mini Hay Cubes	50 lbs.	\$ _____
5.	Premium Grass Forage Chopped Hay	40 lbs.	\$ _____
6.	Salt Lick, White	50 lbs.	\$ _____
7.	Himalayan Rock Hanging Salt Lick	2.2 lbs.	\$ _____
8.	Oral Electrolyte Powder	4 lbs.	\$ _____
9.	Equine Vitamin E Supplement	2 lbs.	\$ _____
10.	Equine Vitamin E & Selenium Supplement	2 lbs.	\$ _____
11.	Equine Digestive Formula	2 lbs.	\$ _____
12.	Aloe Vera Juice	2.1 pts.	\$ _____
13.	Sand Clearing Supplement	25 lbs.	\$ _____
14.	Horse Paste Wormer (Ivermectin)	0.4 oz.	\$ _____
15.	Horse Paste Wormer (Moxidectin)	0.4 oz.	\$ _____
16.	Horse Paste Wormer (Pyrantel Pamoate)	0.4 oz.	\$ _____
17.	Horse Paste Wormer (Ivermectin/Praziquantel)	0.4 oz.	\$ _____
18.	Horse Paste Wormer (Moxidectin/Praziquantel)	0.4 oz.	\$ _____
19.	Cat Food	12 lbs.	\$ _____
Total Lump Sum (Items 1-19)			\$ _____

NOTE: TAX EXEMPT #69-0220842

VARIANCE IF ANY: _____

The undersigned is a partnership under the laws of the State of _____
 a corporation (*please circle one*)
 an individual

having principal offices at: _____

MAILING ADDRESS: _____

PRINT NAME & TITLE: _____

FEDERAL ID # OR SOCIAL SECURITY #: _____

BUSINESS PHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

SIGNATURE: _____

DATE: _____

CAUTION

REGARDING STATEMENT OF OWNERSHIP

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

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

The same procedure applies if any 10% or more owner is a partnership, limited liability company, estate or any other type of legal entity, as opposed to a corporation.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

- For-Profit Corporation (any type) Limited Liability Company (LLC)

- Partnership Limited Partnership Limited Liability Partnership (LLP)

- Other (be specific): _____

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

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

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **County of Monmouth, Monmouth County** relying on the information contained herein and 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 information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **County** to declare any contract(s) resulting from this certification void and unenforceable.

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

NON-COLLUSION AFFIDAVIT

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

STATE OF _____) ss:

COUNTY OF _____)

Re: FURNISHING AND DELIVERY OF ANIMAL FEED AND SUPPLEMENTS
(BID #0011-25)

I, _____ (name)

of full age, being duly sworn according to law, on my oath depose and say:

I am the _____ (title)

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

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

Signed: X _____

Subscribed and sworn to

before me this _____ day

of _____, 20__.

Notary Public of

My commission expires _____, 20__.

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

ACKNOWLEDGMENT OF ADDENDA/CLARIFICATION

BIDDER acknowledges receipt of the following listed Addendum or Clarification that have been issued for this Project. BIDDER warrants that this Bid fully accounts for all requirements, terms and conditions of these Addendum or Clarification. (BIDDER must type or print acknowledged Addendum or Clarification numbers and dates --- This bid form does not need to be returned if no Addenda were issued.

Addendum or Clarification # _____ Date Received: _____
Addendum or Clarification # _____ Date Received: _____
Addendum or Clarification # _____ Date Received: _____

Vendor Name:

PS/Bid#:

Signature:

Name (Please Print):

Title:

Date:

EXHIBIT A

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

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

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

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

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

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

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

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

(Revised 2/2017)

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE *N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)* *N.J.A.C. 17:27 et seq.*

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to *N.J.S.A. 10:5-31 et seq.*, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with *N.J.A.C. 17:27-5.2*.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

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

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

(Revised 2/2017)

EXHIBIT C

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

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

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees, and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

Goods and General Service Vendors

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

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

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

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

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

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

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 _____ **TITLE:** _____
NAME: _____
DATE: _____

REFERENCES

The Bidder must supply a minimum of three references. References must be from jobs similar to this project.

References:

1. Name of Project: _____

Address: _____

Description of Work: _____

Year Installed: _____

Name of Contact: _____

Phone Number of Contact: _____

2. Name of Project: _____

Address: _____

Description of Work: _____

Year Installed: _____

Name of Contact: _____

Phone Number of Contact: _____

3. Name of Project: _____

Address: _____

Description of Work: _____

Year Installed: _____

Name of Contact: _____

Phone Number of Contact: _____

4. Name of Project: _____

Address: _____

Description of Work: _____

Year Installed: _____

Name of Contact: _____

Phone Number of Contact: _____

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

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

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

(Check the Appropriate Box)

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

OR

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

OR

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

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative

Date

Print Name and Title of Vendor's Authorized Representative

Vendor's FEIN

Vendor's Name

Vendor's Phone Number

Vendor's Address (Street Address)

Vendor's Fax Number

Vendor's Address (City/State/Zip Code)

Vendor's Email Address

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

02/2024