

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

**SUPPLYING MATERIALS AND LABOR FOR REPAIRS TO THE
DAVID C. SHAW ARBORETUM FENCE AND GATES**

BID NO: #0014-14
ADVERTISED: WEDNESDAY, DECEMBER 11, 2013
BIDS DUE: FRIDAY, JANUARY 3, 2014 at 10:00 AM

TO APPEAR IN PAPER: WEDNESDAY, DECEMBER 11, 2013

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, JANUARY 3, 2014** and then publicly read aloud for the following:

- 1. FURNISHING AND DELIVERY OF HEATING AND AIR CONDITIONING MAINTENANCE AND REPAIR PARTS AND SERVICE (BID #0013-14)**
- 2. SUPPLYING MATERIALS AND LABOR FOR REPAIRS TO THE DAVID C. SHAW ARBORETUM FENCE AND GATES (BID #0014-14)**

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

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

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), "The Public Works Contractor Registration Act" (P.L.1999, s.238, as amended by P.L.2003, c.91), and all other laws and regulations that apply to bidding and the performance of the proposed contract.

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

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

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

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

Edward J. Loud, Chairman
James J. Truncer, Secretary-Director
Stephanie Weise, Purchasing Agent

GENERAL CONDITIONS

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

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

16. MANDATORY BUSINESS REGISTRATION CERTIFICATE

**NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS
NON-CONSTRUCTION**

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

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

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


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

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

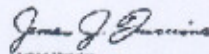
Sample Business Registration Certificates are attached. Certain other forms, such as a Certificate of Authority to collect Sales and Use Taxes or a Certificate of Employee Information Report Approval, are **not** proof of business registration.

Any questions in this regard can be directed to the Division of Revenue at (609) 292-9292. Form NJ-REG can be filed online at: <http://www.state.nj.us/treasury/revenue/gettingregistered.shtml>

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 212 TRENTON, N.J. 08646-0212</small>
TAXPAYER NAME:	TRADE NAME:	
ADDRESS:	SEQUENCE NUMBER:	
EFFECTIVE DATE:	ISSUANCE DATE:	
 Acting Director New Jersey Division of Revenue		
<small>CRM-DB005-00 This Certificate is NOT a receipt or acknowledgment. It must be conspicuously displayed at above address.</small>		

17. Any proposal not meeting the requirements set forth herein may be rejected.

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

GENERAL SPECIFICATIONS

INTENT:

It is the intent of this specification to describe and govern the **SUPPLYING MATERIALS AND LABOR FOR REPAIRS TO THE DAVID C. SHAW ARBORETUM FENCE AND GATES (BID #0014-14)** hereafter, referred to as the items.

SCOPE:

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

GENERAL:

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

EQUAL/TIE BIDS:

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

PRICE DISCREPANCY:

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

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

GUARANTEE:

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

PRODUCT:

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

QUANTITY:

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

PROPOSAL FORM:

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

SAMPLE ONLY - PAGE #1

CONTRACT

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

party of the second part.

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

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

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

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

IN CONSIDERATION OF the premises, the party of the first part agrees to pay the party of the second part for the said furnishing and delivery of

SAMPLE ONLY - PAGE #2

the same payable at the time and in the manner set forth in the specifications and proposal in connection with the same, which are a part of this contract, the same as though specifically set forth herein and attached hereto and made a part hereof is a true copy of the advertisement for bids.

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

MONMOUTH COUNTY BOARD OF
RECREATION COMMISSIONERS

BY: _____
Edward J. Loud, Chairman

BY: _____

ATTEST:

ATTEST:

James J. Truncer
Secretary-Director

DATE: _____

DATE: _____

SPECIFICATIONS FOR SUPPLYING MATERIALS AND LABOR FOR REPAIRS TO THE DAVID C. SHAW ARBORETUM FENCE AND GATES, LOCATED WITHIN HOLMDEL PARK, HOLMDEL, NJ., FOR THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS, LINCROFT, NEW JERSEY 07738

SCOPE:

The purpose of this contract shall be to make available to the Monmouth County Park System authorized sources for **SUPPLYING MATERIALS AND LABOR FOR REPAIRS TO THE DAVID C. SHAW ARBORETUM FENCE AND GATES**, located at Holmdel Park, Holmdel, NJ as specified herein.

PROPOSAL:

The attached proposal must be submitted in order for bidders to be considered. The Purchasing Committee reserves the right to accept or reject any or all bids, and to award the contract in the best interest of the Park System.

INSURANCE:

The Contractor shall maintain the following insurance coverage, and provide the Park System a Certificate (ACORD[®]) of same, naming the Monmouth County Park System as the Certificate holder.

A. **Worker's Compensation and Employer's Liability**—covering all of the contractor's employees engaged in the performance of the contract in accordance with the requirements of the laws of the State of New Jersey, including voluntary compensation/all States endorsement.

B. **General Liability:** Bodily injury and property damage, including coverage for: premises / operations; products / completed operations; broad form property damage; independent contractors; blanket contractual and, if applicable, explosion, collapse and underground (XCU). Limits of not less than \$1,000,000 for both bodily injury and property damage are required. A combined single limit of \$1,000,000 is acceptable. The Contractor shall maintain completed operations insurance for at least two years after final payment.

C. **Comprehensive Automobile Liability:** Bodily injury and property damage with limits of not less than \$1,000,000 per person or occurrence. A combined single limit of \$1,000,000 is acceptable. Coverage must include hired and non-owned vehicles. A MCS-90 certificate shall be filed with the State if hazardous materials or waste will be transported during the performance of the work.

D. **Builder's Risk Completed Value Form "All Risk":** The owner shall obtain and maintain Coverage for the entire Work at the site to the full insurable value thereof.

E. **Subcontractors:** The Contractor's subcontracts shall impose and require its subcontractors to purchase and maintain insurance coverages identical to those set forth above.

F. **County Additional Insured:** The County of Monmouth, Monmouth County Board of Recreation Commissioners, and their respective officers, servants and agents must be named as additional insured on all policies except the Worker's Compensation policy.

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS – CONSTRUCTION:

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The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

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

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


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

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

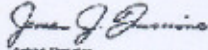
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N.J. BUSINESS REGISTRATION CERTIFICATES:**

	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 252 TRENTON, N. J. 08646-0252</small>
TAXPAYER NAME:	TRADE NAME:	
ADDRESS:	SEQUENCE NUMBER:	
EFFECTIVE DATE:	ISSUANCE DATE:	
		 Acting Director New Jersey Division of Revenue
<small>FORM BR-00000</small>		<small>This Certificate is NOT an exhibit to a tax return. It is to be permanently displayed at above address.</small>

METHODS OF CONSTRUCTION:

1. Site Investigation:

The contractor acknowledges that he has satisfied himself as to nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling, and storage of materials, availability of labor, water, electrical power, roads and uncertainties of weather, groundwater table or similar physical conditions at the site, and all other matters which can in any way affect the work or the cost thereof under this contract. Any failure by the contractor to acquaint himself with all available information concerning these conditions will not relieve him from the responsibility for estimating properly the difficulty or the cost of successfully performing the work.

The contractor acknowledges that he assumes all risk contingent upon the nature of the subsurface conditions, to be encountered by him in performing the work covered by the contract, even though such actual conditions may result in the contractor performing more or less work than he originally anticipated.

2. Work Hours:

The Contractor shall abide by all municipal and local jurisdictional regulations governing the allowable hours of work for the type of work performed on this project.

All on-site, regular (non-emergency), work will be confined to Monday to Friday, between the hours of 7:00 a.m. and 5:00 p.m.

WIRE DEER FENCING AND GATES

DESCRIPTION:

Work includes material and construction requirements for wire deer fencing and gates to be supplied and installed where shown on the plan and as specified herein. Deer fencing is to be an eight (8) foot woven wire deer fence topped with two (2) feet of wire strands (four strands at six inch spacing) for a total height of ten feet. Work includes constructing concrete footings.

Any item, article, labor, materials, equipment or operation not specifically shown or mentioned, but necessary for the completion of the work and reasonably implied shall be furnished and installed.

QUALITY ASSURANCE:

- **Materials:** All materials and installation required shall conform to the Manufacturers Fixed-Knot Specifications and installation guide, the American Society for Testing and Materials, and the American Concrete Institute Building Code ACI-318.
- **Installer Qualifications:** an experienced installer who has completed fences and gates similar in material, design, and extent to those indicated for this project and whose work has resulted in construction with a record of successful in-service performance.

- Source Limitations for Fences and Gates: obtain each color, grade, finish, type, and variety of components for fences and gates from one source with resources to provide fences and gates of consistent quality in appearance and physical properties.

MATERIALS:

1. Wire Fence – Solidlock Fixed Knot FK 20-96"-6"x 330'. Deer fencing is to be an eight foot woven wire deer fence topped with two feet of wire strands (four strands at six inch spacing), for a total height of ten feet.

<u>WIRE</u>	<u>GAUGE</u>	<u>TENSILE STRENGTH</u>	<u>BREAKING LOAD</u>	<u>GALVANIZATION</u>
Horizontal Line Wires ft.	12 ½ GA.	Hi-tensile 179K-202K	1362 lbs.-1870 lbs.	.80 oz - 1.1 oz. per sq.
Vertical Stay Wires ft.	12 ½ GA.	Med-tensile 102K-123K	700 lbs.-850 lbs.	.80 oz - 1.1 oz per sq.
Knot Wires ft.	13 GA.	Low-tensile 62K – 76K	430 lbs. – 525 lbs.	.80 oz – 1.1 oz per sq.

2. Top Wires: High tensile trellis wire
 - a. 12 ½ gauge or .099" +/- .003"
 - b. ASTM Class 3 galvanized coating
 - c. No welded/butt joints
 - d. Minimum tensile/breaking strength 1650 lbs.
3. Fasteners: Fence to be fastened to posts with #19 9 gauge aluminum wire ties.
4. Posts: Terminal
 - a. Terminal posts: End, corner and pull – Pipe schedule 40, galvanized 2 ½" O. D. x 13' (min.) length for a minimum installation of three (3) foot.
 - b. Post caps: 2 ½" gal. Steel.
 - c. Brace rails: Horizontal pipe, schedule 40, galvanized, 1 5/8" O. D. x approximately 10'.
 - d. Truss Braces: Rods 5/16, galvanized.
 - e. Brace bands 2 ½", rail end – press steel 1 5/8", and truss rod tighteners, all galvanized.
5. Posts: Intermediate Support
 - a. Ground support posts: Steel sign posts, 3 lb./ft., rerolled rail steel, 6' overall length, 3' below grade, 3' above grade.
 - b. Fence support posts: Steel sign posts, 2 lb./ft, rerolled rail steel, 10' overall length, fastened to ground support with 3' overlap, using three (3) cadmium plated, 5/16"x 2" bolts with self locking Teflon nuts per post @ 18" spacing.
6. Concrete Footing: formulation of 3,000 psi.
7. Replacement Gate must be constructed of 2" OD galvanized posts (with welded cross brace of 2" OD galvanized pipe at 4' height from ground level of gate), schedule 40, 5' width x 10' height. Gate is 10' high including (4) top wires 6" apart above the basic gate frame to complete the total height of 10' tall.

FENCE METHODS OF CONSTRUCTION:

1. Fence, posts (end, corner, pull and intermediate), and accessories shall be installed in strict accordance with the plans and specifications in a workmanlike manner.
2. Terminal posts: end, corner and pull posts shall be spaced not more than ten (10) feet on centers in the line of the fence. They shall be plumb with tops properly aligned.
Concrete footings: Posts to be set in cylindrical concrete footing, a hole shall be excavated for the full depth of the post, not less than fourteen (14) inches in diameter. Concrete formulation shall be 3,000 psi.
3. Intermediate posts: Ground support posts (6') to be driven three (3) feet into ground, twenty (20) feet on center. Fence support posts (10') to be fastened to ground support with 3' overlap, using three (3) cadmium plated, 5/16"x 2" bolts with self-locking Teflon nuts per post @ 18' spacing.
4. Fence is to be at ground level throughout all terrain, additional sign post supports where deemed necessary. Maximum bottom gap at any point throughout the fencing is six (6) inches. If more than a six (6) inch gap exist below the fencing, the contractor will be responsible for bringing grade up with acceptable fill material to be approved by the Park System representative.

GATE INSTALLATION AND ADJUSTMENT:

1. Install gate posts in accordance with manufacturer's instructions.
2. Concrete Set Gate Posts: Drill holes in firm, undisturbed or compacted soil. Holes shall have a diameter 4 times greater than outside dimension of post, and depths approximately 152 mm (6 in.) deeper than frost level. Excavate deeper as required for adequate support in soft and loose soils, and for posts with heavy lateral loads. Set post bottom 36 inches (914 mm) below surface when in firm, undisturbed soil. Place concrete around posts in a continuous pour, tamp for consolidation. Trowel finish around post and slope to direct water away from posts. Check each post for vertical and top alignment and maintain in position during placement and finishing operations.
3. Install gates perfectly horizontal and leveled (at junction), plumb, and secure for full opening without interference.
4. Attach hardware so to have the nuts inside the property thus making the assembly tamper-proof which will prevent unauthorized removal. Install ground-set items in concrete for anchorage.
5. Adjust hardware for smooth operation and lubricate where necessary to operate smoothly, easily, and quietly, free from binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.

SPECIFICATIONS:

Item 1. Hurricane Sandy Related Damage

- Restretch and/ or replace with new, approximately 300' Solidlock Fixed Knot FK 20-96"-6" fencing. Secure fencing to posts with galvanized wire.
- Replace with new or splice with crimps existing four (4) top wires approximately 300'. Attachment of top wires must be made using galvanized wire.
- Straighten and attach all fence corners and horizontal bracing.

- Supply two (2) model "Omega" Architectural steel mesh fence panels. MCPS staff will secure in buildings for later use as replacements.
- Install new 5' x 10' gate constructed of 2" OD schedule 40 galvanized pipe and 2.5" OD gate post. Install new Lokk Latch Deluxe gate latch/lock with keyed lock (color black). Hinges for the gate are to be Tru Close Round, heavy duty self closing hinges (Black in color).

Item 2. Non-Hurricane Sandy Related Damage

- Straighten or replace intermediate fence posts and reattach existing Solidlock Fixed Knot FK 20-96"-6" fencing.
- Replace with new or splice existing four (4) top wires approximately 1400'. Attachment of top wires must be made using galvanized wire and not plastic ties.
- Straighten 2.5" galvanized gate post and install new Lokk Latch Deluxe gate latch/lock with keyed lock (color black).
- Straighten and attach all fence corners and horizontal bracing.

COMPLETION TIME:

The successful bidder shall begin work only after receiving Notice to Proceed from the Park System. Work is to be completed within thirty (30) days of award of contract.

LOCATION:

Holmdel Park, 44 Longstreet Road, Holmdel, NJ 07738

CONTACT INFORMATION:

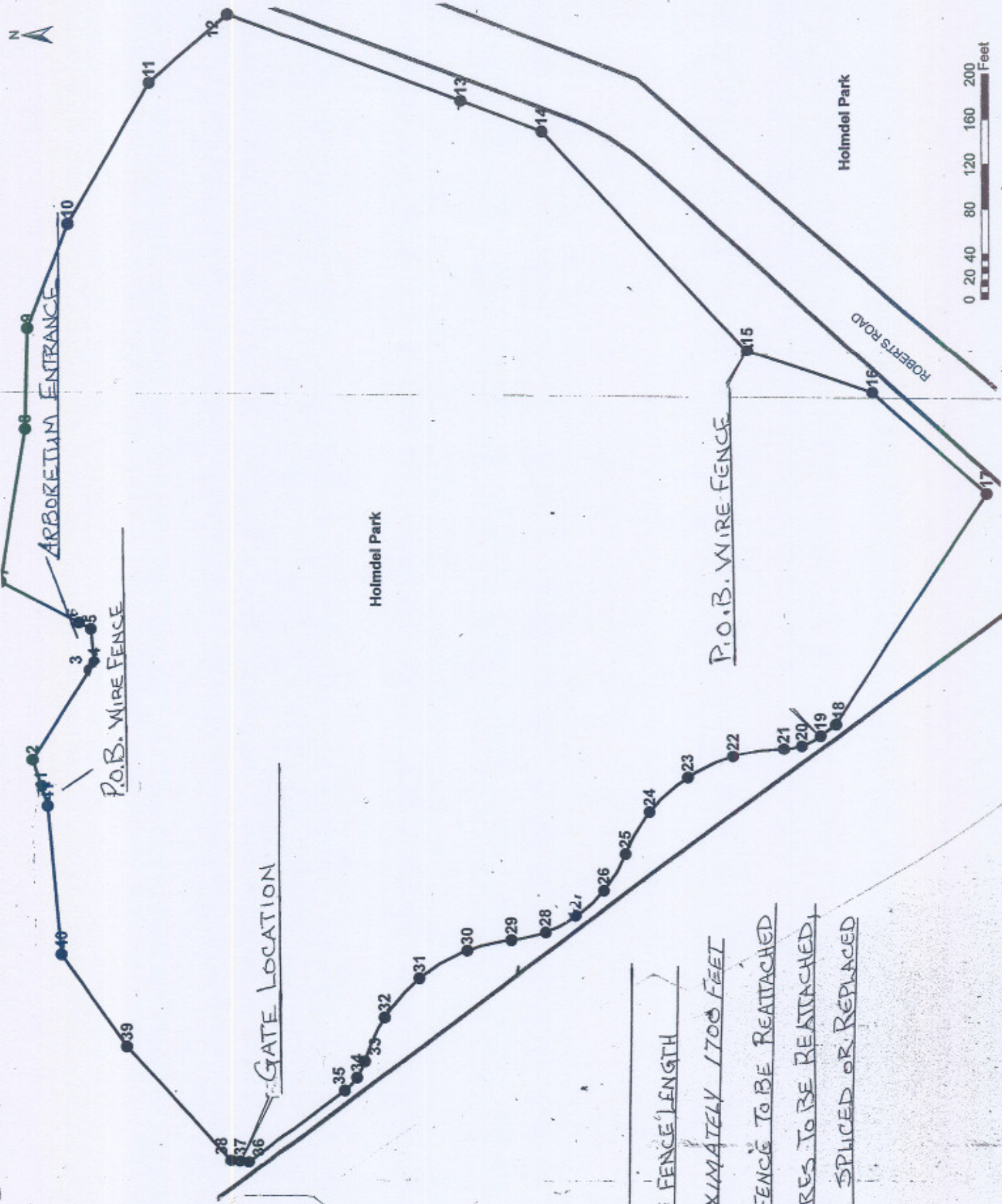
All questions regarding the work to be performed should be directed to:
 Mark Borchert, Senior Park Manager
 Holmdel Park
 (732) 946-9562

METHOD OF AWARD:

Award will be made to the bidder offering the lowest total lump sum bid by proposal.

PAYMENT:

Upon completion of proposal, an invoice and a signed Monmouth County payment voucher must be submitted to the Board of Recreation Commissioners. Payment will be made upon approval of the voucher by the Monmouth County Board of Recreation Commissioners and the Monmouth County Board of Chosen Freeholders.



NOTE:

TOTAL WIRE FENCE LENGTH

APPROXIMATELY 1700 FEET

ALL WIRE FENCE TO BE REATTACHED
ALL TOP WIRES TO BE REATTACHED
AND SPICED OR REPLACED

NOTICE

THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT (P.L.1999, s.238, as amended by P.L.2003,c.91)

Revision to Existing Law effective August 17, 2003:

34:11-56.51 Registration required for contractors, subcontractors.

No contractor shall bid on any contract for public work as defined in section 2 of P.L.1963,c.150 (C.34:11-56.26) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to P.L.1999, c.238 (C34:11-56.48 et seq.) at the time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to that act.

34:11.56.55 Submission of all subcontractor registration certificates by contractor.

Each contractor shall, after the bid is made and prior to the awarding of the contract, submit to the public entity the certificates of registration for all subcontractors listed in the bid proposal. Applications for registration shall not be accepted as a substitute for a certificate of registration for the purposes of this section.

L.1999,c.238,s.8; amended 2003,c.91., s4.

Registration now pertains to ALL ‘PUBLIC WORKS’ not just buildings with public access.

PREVAILING WAGE:

The Contractor and all Subcontractors will be required to comply with the requirements of Chapter 150 of New Jersey Laws of 1963, known as the "New Jersey Prevailing Wage Act."

Bidders, by submitting their Bids, pursuant to N.J.S.A. 34:11-56.38 (regarding the State of New Jersey list of debarred contractors and subcontractors), attest that neither they, their company, nor any of their proposed Subcontractors are prohibited from being awarded their Contracts for the Work for failure to pay Prevailing Wages.

Regulations of the New Jersey Department of Labor (N.J.A.C. 12:60-1) require the Contractor and its subcontractors to submit certified payroll records to the Owner within ten days of the payment of wages. A copy of the certified payroll form for submission of payroll records may be obtained by contacting the New Jersey Department of Labor, Division of Workplace Standards.

PHONE: 609-292-2283.

BIDDER'S CHECKLIST

BID #: 0014-14

(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	_____

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

<u> X </u>	Copy of the N.J. Business Registration Certificate for the bidder and any designated subcontractors	_____
<u> X </u>	EEO/Affirmative Action Compliance Notice	_____
<u> X </u>	References / List of previous and/or active relevant work	_____
_____	Resume(s)	_____

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

SPECIFICATIONS FOR SUPPLYING MATERIALS AND LABOR FOR REPAIRS TO THE DAVID C. SHAW ARBORETUM FENCE AND GATES, LOCATED WITHIN HOLMDEL PARK, HOLMDEL, NJ., FOR THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS, LINCROFT, NEW JERSEY 07738

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

Item 1. Hurricane Sandy Related Damage \$ _____

Item 2. Non-Hurricane Sandy Related Damage \$ _____

TOTAL LUMP SUM BID: \$ _____

****N.J. TAX EXEMPTION NO. #69-0220842****

VARIANCE, IF ANY:

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

having principle offices at _____

CONTRACTOR _____

SIGNATURE _____

ADDRESS _____

FEDERAL ID NO. OR SOCIAL SECURITY NO. _____

BUSINESS PHONE _____ FAX# _____

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

Name of Business: _____

- I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership Corporation Sole Proprietorship
 Limited Partnership Limited Liability Corporation Limited Liability Partnership
 Subchapter S Corporation

Stockholders:

Name:	Name:
Home Address:	Home Address:
<hr/>	
Name:	Name:
Home Address:	Home Address:
<hr/>	
Name:	Name:
Home Address:	Home Address:

(Signature)

(Print Name & Title)

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF _____ ss:

I, _____ of the City of

in the County of _____ and the State of

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

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

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

By _____
(Name of Contractor)

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

Subscribed and sworn to _____

(Also type or print name of affiant under signature)

before me this _____ day
of _____ 20

Notary Public of My commission expires _____, 20

OFFICIAL SEAL OR STAMP REQUIRED.

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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**.

- f. 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.
- g. 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.
- h. 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.
- i. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:
- Letter of Federal Affirmative Action Plan Approval
 - Certificate of Employee Information Report
 - Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)
- j. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

