

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

**FURNISHING AND DELIVERY OF JANITORIAL SUPPLIES**

**BID NO: #0026-13**

**ADVERTISED: FRIDAY, FEBRUARY 1, 2013**

**BIDS DUE: FRIDAY, FEBRUARY 15, 2013 at 10:00 AM**

**TO APPEAR IN PAPER: FRIDAY, FEBRUARY 1, 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 Rd., Lincroft, New Jersey 07738, until **10:00 a.m.**, prevailing time on **FRIDAY, FEBRUARY 15, 2013** and then publicly read aloud for the following:

**1. FURNISHING AND DELIVERY OF JANITORIAL SUPPLIES  
(BID #0026-13)**

Bid Documents, including Instructions To Bidders, complete Plans and Specifications, and Proposal Forms may be obtained by qualified bidders at the **Monmouth County Park System Headquarters, Thompson Park, 805 Newman Springs Rd., 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 placing bid packet in the mail, and not for the proper and timely delivery of such packet.

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 Rd., 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), 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 informalities 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, 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:

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

**OR**

<b>STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE</b>		<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:	
		 <small>Acting Director New Jersey Division of Revenue</small>
<small>FORM-DBR(05-00)</small>		<small>This certificate is NOT assignable or transferable. It may be considered void if not used 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 **FURNISHING AND DELIVERY OF JANITORIAL SUPPLIES (BID #0026-13)** 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 THE FURNISHING AND DELIVERY OF JANITORIAL SUPPLIES TO THE  
MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS  
LINCROFT, NEW JERSEY 07738**

**SCOPE:**

It shall be the purpose of this contract to make available to the Monmouth County Park System authorized sources for the procurement of **JANITORIAL SUPPLIES** as specified herein.

**PROPOSAL:**

The attached proposal must be submitted in order for bidders to be considered. Awards 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 in their estimation will be in the best interest of the agency.

**PAYMENT:**

For processing of payment, 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 Chosen Freeholders.

**MANUFACTURER'S NAMES AND  
APPROVED EQUIVALENTS:**

Any manufacturer's name, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any National Brand name product for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent Products, indicate on the bid form the manufacturer's name and number. Prior to or at the time of bid opening, bidder shall submit with his proposal, samples of all substituted items. Samples must be provided even if item has been accepted in past years.

**PERIOD OF CONTRACT:**

This contract shall be from date of award through December 31, 2013. Should the contractor dispose of his business during the contract period, all obligations will pass to the new owner who will be required to submit a proposal in accordance with the requirements set forth herein.

**DELIVERY:**

All janitorial products shall be delivered F.O.B. as required, to the Monmouth County Park System, Thompson Park, Central Supply, 805 Newman Springs Rd., Lincroft, New Jersey 07738. Deliveries shall be made within ten (10) working days following notification by the Park System.

**METHOD OF AWARD:**

Bid to be awarded on an item-by-item basis. This is an open-end contract. The goods and/or services are on-call if and when needed. The quantities and dollar amounts bid are estimates and the Board of Recreation Commissioners reserve the right to increase quantities using unit prices or total dollar amount by up to 20% or decrease quantities or total dollar amount by up to 100%.

**PRICE SUBMITTAL:**

Vendor may only submit one price for each item listed.

**MANDATORY SAMPLE:**

For Items 1, 2, and 3 vendor must provide sample or bid may be rejected.

**SUBSTITUTIONS:**

Where substitutes are being bid – Vendor must clearly note and furnish with bid a sample or product information, descriptive literature/brochure of substituted items and MSDS information. Bids submitted without samples and descriptive literature/brochure of substituted items and MSDS information will be rejected. Samples must be provided even though item may have been accepted in past years.

NOTE: Vendor may only submit one price for each item listed.

**MATERIAL SAFETY DATA SHEETS (MSDS):**

**MANDATORY REQUIREMENT:**

**BIDDER SHALL SUPPLY A COPY OF ALL MATERIAL SAFETY DATA INFORMATION AS REQUIRED BY LAW. MSDS INFORMATION MUST BE -PROVIDED EITHER PRIOR TO OR AT TIME BID IS SUBMITTED. FAILURE TO PROVIDE INFORMATION AS REQUIRED WILL BE GROUNDS FOR REJECTION OF THE ITEM.**

**LABELING:**

Vendors supplying products manufactured in New Jersey must have the original containers permanently labeled to comply with the N.J. Right to Know Act (NJAC 8:59-5).

For products originating outside of New Jersey, all product and shipping containers must be labeled with an additional label to comply with the Right to Know Act.

**NOTE:** The requirements of the N.J. Right to Know Act are as follows:

All containers, including shipping cartons, shall bear a label indicating the chemical name(s) and chemical abstracts service number(s) of all hazardous substances in the container, and all other substances, which are among the five most predominant substances in the container, or their trade secret registry number(s). (N.J.A.C. 8:59-5)

"Container" means a receptacle used to hold a liquid, solid or gaseous substance such as bottles, bags, barrels, boxes, cans, cylinders, drums, and shipping cartons, (N.J.A.C. 8:59-1.3)

**MANDATORY FAX MACHINES:**

If awarded a contract, the successful vendor(s) agree to have a fax machine in operation at their principle place of business.

The Monmouth County Park System and its respected areas utilize the fax machine in soliciting price quotes and issuing of orders for supplies.

If vendor(s) fail to respond to the fax requests within the designated 24-hour period, they will be in violation of the contract, which may result in their contract being rescinded.

**FOAM SOAP:**

Item # 26, Product must fit current soap dispensers (Kimberly-Clark KimCare Dispenser KCC92145).

**HYDROGEN PEROXIDE CLEANER/SANITIZER AND DISPENSERS**

Item # 41 through # 45 all items must be bid on and will be awarded to a single vendor.

# SPECIFICATIONS

<u>NO.</u>	<u>ITEM</u>	<u>DESCRIPTION</u>
1.	<b>TRASH BAGS</b> MAKE: COLOR: STRENGTH: WEIGHT: PACKED:	24 X 33 High Density Can Liners Clear 6 MICRON 12.7 lbs 1000/CS <b>(SAMPLE <u>MUST BE</u> PROVIDED ON THIS ITEM OR BID MAY BE REJECTED)</b>
2.	<b>TRASH BAGS</b> MAKE: COLOR: STRENGTH: WEIGHT: PACKED:	33 x 40 High-Density Can Liners Clear 22 micron 18.9 lbs 250/case <b>(SAMPLE <u>MUST BE</u> PROVIDED ON THIS ITEM OR BID MAY BE REJECTED)</b>
3.	<b>TRASH BAGS</b> MAKE: COLOR: STRENGTH: WEIGHT: PACKED:	38 X 58 Low-Density Can Liners Black 2.0 Mil Gauge, Extra Heavy 23 lb. min. per case 100 bags/case <b>(SAMPLE <u>MUST BE</u> PROVIDED ON THIS ITEM OR BID MAY BE REJECTED)</b>
4.	<b>FLOOR BRUSH</b> MAKE: SIZE: PACKED:	Kiefer 303-24 UPC 10082 24" with 3" Black Tampico Trim 6/case
5.	<b>TOILET TISSUE</b> MAKE:  SIZE: WEIGHT: PACKED:	BAYWEST #11500 ECOSOFT Universal Tissue (1) one ply, or approved equal. 100% Recycled and contains a minimum of 20% post consumer waste High Capacity 1500 sheets per roll Approximately 48 lbs. 60 rolls/case
6.	<b>WASTEBASKETS (Plastic)</b> MAKE: SIZE:	RUBBERMAID #2956 or approved equal 14 1/2" X 10 1/2" X 15"
7.	<b>MOP HANDLES</b> MAKE:  SIZE:	RUBBERMAID Commercial Products #H116 or approved equal hinged side, thumbwheel clamps mop in place, plastic head 60" hardwood handle

8. **TRIGGER SPRAYER AND BOTTLE COMBO**  
 MAKE: CONTINENTAL, or approved equal, Pro-Safe Sprayer and bottle 902-3RW(902 Sprayer and 902B Bottle Assembled) with safety info and product check off grid.  
 SIZE: 24 oz. bottle  
 PACKED: 1 Set of 3 each-32 sets/cs
9. **SPONGES**  
 MAKE: Beige Cellulose sponges or approved equal  
 SIZE: Large, 4.27 x 7.8 x 1.55  
 PACKED: 1 per pack, 24/case
10. **CLOTHES SOAP**  
 MAKE: P&G LIQUID TIDE 2 x strength & PG 13878, or approved equal  
 SIZE: 50 oz.  
 PACKED: 6/case
11. **LIQUID DISH SOAP**  
 MAKE: EARTH FRIENDLY PRODUCTS, DISHMATE #9721, free and clear Dishwashing Liquid, or approved equal  
 SIZE: 25 oz./bottle  
 PACKED: 12-case
12. **CAR WASH**  
 MAKE: SIMPLE GREEN CARWASH CONCENTRATE #43210 "SINGLE GREEN", or approved equal  
 SIZE: 2 liter, 67.2 oz.  
 PACKED: 6/case
13. **OIL DRY**  
 MAKE: MARCAL Workforce or approved equal  
 SIZE: 40 lb. bag
14. **ICE MELTING PELLETS**  
 MAKE: EXCEL 50 #00010 or approved equal  
 Product must be 100% Calcium Chloride  
 SIZE: 50 lb. Bag in Box
15. **SCRUB PADS**  
 MAKE: #96 SCOTCHBRITE GREEN PADS (GREEN) or approved equal  
 SIZE: 6"X 9" 10/BOX, 6 BOXES/CASE
16. **PAILS**  
 MAKE: RUBBERMAID Pail and Mop Strainer Combination #6194 or approved equal  
 SIZE: 17 x 10 1/2w x 12H, 15 quart capacity
17. **METAL-TIP, THREADED END BROOM HANDLE**  
 MAKE: Rubbermaid FG636100LAC Durable metal thread design for tip reinforcement, lacquered hardwood handle, or approved equal  
 SIZE: 60" (inches), 1.06 lbs. ea.



27. **RUST STAIN REMOVER**  
 MAKE: WHINK Rust and Stain Remover #01081, or approved equal  
 SIZE: 10 Oz. bottle  
 PACKED: 12/case
28. **LIQUID HAND SOAP (GL)**  
 MAKE: DIAL Pure & Natural Liquid Hand Soap, Hypoallergenic,  
 Dermatologist tested, or approved equal  
 SIZE: Gallon  
 PACKED: 4/1 gallon per case
29. **CORN BROOM**  
 MAKE: Corn Broom with Hardwood Handle, or approved equal  
 SIZE: 48" Handle  
 PACKED: EACH
30. **DISPOSABLE GLOVES, HEAVY DUTY**  
 MAKE: KIMBERLY-CLARK Safeskin Purple Nitrile Gloves #55083, or  
 approved equal. Powder-free, Textured Finger Tips, Cuff 3.5 mil,  
 Palm 4.7 mil, Finger 5.9 mil  
 SIZE: 9.5" Length, Large  
 PACKED: 100/box
31. **DISPOSABLE GOVES, HEAVY DUTY**  
 MAKE: KIMBERLY-CLARK Safeskin Purple Nitrile Gloves #55084, or  
 approved equal. Powder-free, Textured Finger Tips, Cuff 3.5 mil,  
 Palm 4.7 mil, Finger 5.9 mil,  
 SIZE: 9.5" Length, X-Large  
 PACKED: 90/box
32. **DISINFECTANT**  
 MAKE: Clorox Clean-Up with Bleach #COX35417, or approved equal  
 SIZE: 32 oz., Trigger Sprayer  
 PACKED: 9-32 oz. per case
33. **SCOTTFOLD "M" TOWEL**  
 MAKE: Scott Scottfold folded Towel #01960E, or approved equal  
 SIZE: 8.1" x 12.4", one ply  
 PACKED: 175/pk, 25 pks/cs, 4375 ea/cs
34. **TOILET BOWL STAIN REMOVER**  
 MAKE: The Works #03310WK, or approved equal  
 Disinfectant Toilet Bowl Cleaner  
 Removes Rust, Lime Scale & Hard Water Stains  
 SIZE: 32 oz.  
 PACKED: 10/32 oz. per case
35. **TAPERED BROOM HANDLE**  
 MAKE: Rubbermaid #6362 Wooden Handle, Sanded, or approved equal  
 SIZE: 1½" diameter x 60" L, 1.53 lbs. ea.  
 COLOR: Natural Wood

36. **STRING MOP/BUCKET WRINGER COMBO**  
 MAKE: Continental 226-312 yw, or approved equal  
 SIZE: 16 quart  
 COLOR: Yellow
37. **WASP AND HORNET KILLER**  
 MAKE: Raid Brand #395-94898 or approved equal  
 Kills paper wasps, yellow jackets, mud daubers, bees, and hornets from 20 ft., Dielectric break down rating of 4,5000 volts, No CFC's, EPA registered  
 SIZE: 14 oz.  
 PACKED: 12 cans/case
38. **STRING MOP HEAD**  
 MAKE: JW ATOMIC, LOOP MOP #CONA02802 by Wilen, or approved equal. Economical cotton/rayon/synthetic blend.  
 SIZE: Medium, Wide Band  
 COLOR: Green  
 PACKED: 12/case
39. **WAX LINERS**  
 MAKE: HOSPECO #HOS260, or approved equal, Sanitary Napkin Kraft Waxed Liners for dispenser,  
 SIZE: 7½ x 3½ d x 10-¼ h  
 PACKED: 500/case
40. **SOAP BARS**  
 MAKE: Procter & Gamble #PGC08833, or approved equal. Safeguard Deodorant Antibacterial Soap, or approved equal  
 SIZE: 4 oz., 4/pack individually boxed  
 PACKED: 48 pack/case
41. **HYDROGEN PEROXIDE/ORANGE OIL CLEANER, SANITIZER/VIRUCIDE**  
 MAKE: Envirox H<sub>2</sub>O<sub>2</sub> Concentrate 117, or approved equal.  
 Stabilized Hydrogen Peroxide Sanitizer-Virucide-HBV (EPA Registered) Multipurpose cleaner/degreaser. Biodegradable. Does not contain phosphate, glycol, alcohol, petroleum or Ammonia. Sanitizer: kills 99.99% of common bacteria. Penetrates surfaces, oxidizes, and kills sources of odor. Concentrate is used at two water dilutions. Light Duty (1oz. per gal.) and Heavy Duty (10 oz. per gal.) Non corrosive, shelf life 1 yr. Citrus odor. Weight per gallon 8.34 lbs.  
 Cleaning solution PH: neutral, non-flammable, viscosity: water  
 Waste Category: non-hazardous  
 Dilution Equipment: Wall mounted dispenser, manually (Bucket Buddy)  
 PACKED: 4 GL/case

42. **HYDROGEN PEROXIDE/ORANGE OIL CLEANER, SANITIZER/VIRUCIDE**  
**MAKE:** Envirox H<sub>2</sub>O<sub>2</sub> Concentrate 117, or approved equal.  
 Stabilized Hydrogen Peroxide Sanitizer-Virucide-HBV (EPA Registered) Multipurpose cleaner/degreaser. Biodegradable. Does not contain phosphate, glycol, alcohol, petroleum or Ammonia. Sanitizer: kills 99.99% of common bacteria. Penetrates surfaces, oxidizes, and kills sources of odor. Concentrate is used at two water dilutions. Light Duty (1oz. per gal.) and Heavy Duty (10 oz. per gal.) Non corrosive, shelf life 1 yr. Citrus odor. Weight per gallon 8.34 lbs. Cleaning solution PH: neutral, non-flammable, viscosity: water Waste Category: non-hazardous Dilution Equipment: Wall mounted dispenser, manually (Bucket Buddy)
- SIZE:** 30 gal. drum
43. **HYDROGEN PEROXIDE/CONCENTRATE AUTOMATIC PUSH BUTTON GALLON DISPENSER**  
**MAKE:** Enviroz E2B2, or approved equal Automatic Dispenser wall mounted, 2 automatic push button solutions light duty (green) and heavy duty (red) Easy servicing and tip change. Use to fill mop buckets, auto scrubbers and secondary bottles. High flow and low flow sides. Brass threaded water port, all hose and water splitters included.
44. **HYDROGEN PEROXIDE/CONCENTRATE PORTABLE DISPENSER**  
**MAKE:** Envirox H2 Go portable dispenser, or approved equal. Portable, 2 dilutions, closed system, color coded knobs for light (green ) and heavy duty (red) dilutions. Flow lock for filling mop buckets. Simple screw-on bottle attachment. One medium flow rate of 2GPM
45. **HYDROGEN PEROXIDE (ENVIROX) EMPTY SPRAY BOTTLES**  
**MAKE:** Silk screened green for light duty, silk screened red for heavy duty, or approved equal.  
**SIZE:** 32 oz.
46. **DECK BRUSH**  
**MAKE:** Kiefer Brush #192, UPC 10211, or approved equal.  
**SIZE:** 10 inch with 2 inch Palmyra trim.  
**PACKED:** 12/case
47. **STREET BRUSH**  
**MAKE:** Kiefer Brush #1196, Brown Nylon Trim, UPC 10153, or approved equal  
**SIZE:** 16 in.-6 ¼ in.  
**PACKED:** 6/case

48. **SCRUB BRUSH**  
MAKE: Kiefer Brush # 233, Wood Block, White Tampico UPC 10237, or approved equal.  
SIZE: 9 in. w 1 1/8 in. trim  
PACKED: 12/case
49. **ANGLE BROOM**  
MAKE: O'Cedar ® Power Corner Broom # 1038033, or approved equal  
SIZE: 11 in. wide, angle cut, sure grip handle.  
PACKED: 4/pk
50. **POWDER/ABRASIVE CLEANER**  
MAKE: Ajax Oxygen Bleach Powder # CPC04275, or approved equal  
Non-scratch, non-chlorinated calcite  
SIZE: 14 oz.  
PACKED: 48/case
51. **DISINFECTANT AEROSOL SPRAY**  
MAKE: Clorox # COX38504CT, or approved equal  
Sanitizes, disinfects, and deoderizes.  
Effective against MRSA, E Coli, TB, HIV-1(AIDS) and Hepatitis A, kills and prevents mold and mildew.  
SIZE: 19 oz. Aerosol  
PACKED: 12/case

## BIDDER'S CHECKLIST

BID #: 0026-13

(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>	References / List of previous and/or active relevant work	_____
_____	Resume(s)	_____

**C. OPTIONAL**

<u>  X  </u>	EEO/Affirmative Action Compliance Notice	_____
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**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

### FURNISHING AND DELIVERY OF JANITORIAL SUPPLIES

TO THE MONMOUTH COUNTY PARK SYSTEM, LINCROFT, NEW JERSEY  
TO THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS

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

- WHERE SUBSTITUTES ARE BEING BID - VENDOR MUST CLEARLY NOTE AND FURNISH WITH BID A SAMPLE OR PRODUCT INFORMATION, DESCRIPTIVE LITERATURE/BROCHURE OF SUBSTITUTED ITEMS. BIDS SUBMITTED WITHOUT SAMPLES AND DESCRIPTIVE LITERATURE/BROCHURE OF SUBSTITUTED ITEMS AND MSDS INFORMATION WILL BE REJECTED. SAMPLES MUST BE PROVIDED EVEN THOUGH ITEM MAY HAVE BEEN ACCEPTED IN PAST YEARS.
- NOTE: VENDOR MAY ONLY SUBMIT ONE PRICE FOR EACH ITEM LISTED.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1.	Trash Bags 24 x 33, 6 micron, clear <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____ <i>Qty./Case</i> _____ <i>Wt./Case</i> _____	15 cases	\$ _____	\$ _____
2.	Trash Bags 33 x 39, 22 micron, clear <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____ <i>Qty./Case</i> _____ <i>Wt./Case</i> _____	100 cases	\$ _____	\$ _____
3.	Trash Bags 38 x 58 x 60, 2.0 mil gauge Extra Heavy, Black <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____ <i>Qty./Case</i> _____ <i>Wt./Case</i> _____	700 cases	\$ _____	\$ _____
4.	Floor Brush - 24" <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____	1 case	\$ _____	\$ _____
5.	Toilet Tissue, Size: 1500 sheets per roll <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____	192 cases	\$ _____	\$ _____
6.	Wastebaskets (Plastic) <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____	10 each	\$ _____	\$ _____
7.	Mop Handles <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____	5 each	\$ _____	\$ _____

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
8.	<b>Trigger Sprayer &amp; Bottle Combo</b> <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____	96 bottle combo	\$ _____	\$ _____
9.	<b>Sponges</b> <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____	144 each	\$ _____	\$ _____
10.	<b>Clothes Soap</b> <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____	3 cases	\$ _____	\$ _____
11.	<b>Liquid Dish Soap</b> <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____	50 cases	\$ _____	\$ _____
12.	<b>Car Wash</b> <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____	20 cases	\$ _____	\$ _____
13.	<b>Oil Dry</b> <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____	20 bags	\$ _____	\$ _____
14.	<b>Ice Melting Pellets (Calcium Chloride)</b> <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____	150 bags	\$ _____	\$ _____
15.	<b>Scrub Pads 6" x 9"</b> <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____	20 cases	\$ _____	\$ _____
16.	<b>Pails, 15 quart</b> <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____	5 each	\$ _____	\$ _____
17.	<b>Metal-Tip, Threaded End Broom Handle</b> <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____	100 each	\$ _____	\$ _____
18.	<b>Brute® Plastic Buckets</b> <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____	18 each	\$ _____	\$ _____
19.	<b>Cleaning Gloves</b> <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____	60 cases	\$ _____	\$ _____
20.	<b>Flip Up Dust Pan</b> <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____	2 boxes	\$ _____	\$ _____
21.	<b>Shop Towels</b> <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____	50 cases	\$ _____	\$ _____
22.	<b>Roll Towel Dispenser</b> <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____	4 each	\$ _____	\$ _____
23.	<b>Sanitary Napkin Receptacle</b> <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____	2 each	\$ _____	\$ _____

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
24.	<b>Toilet Paper Dispenser</b> <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____	15 each	\$ _____	\$ _____
25.	<b>Hand Cleaner, Heavy Duty</b> <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____	16 each	\$ _____	\$ _____
26.	<b>Foam Skin Cleanser</b> <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____	50 cases	\$ _____	\$ _____
27.	<b>Rust Stain Remover</b> <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____	1 case	\$ _____	\$ _____
28.	<b>Liquid Hand Soap (GL)</b> <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____	10 cases (4gl/cs)	\$ _____	\$ _____
29.	<b>Corn Broom</b> <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____	10 each	\$ _____	\$ _____
30.	<b>Disposable Gloves, Heavy Duty Large</b> <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____	30 boxes	\$ _____	\$ _____
31.	<b>Disposable Gloves, Heavy Duty X-Large</b> <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____	30 boxes	\$ _____	\$ _____
32.	<b>Clorox Clean-Up w/bleach</b> <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____	2 cases	\$ _____	\$ _____
33.	<b>Scottfold "M" Towel</b> <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____	110 cases	\$ _____	\$ _____
34.	<b>Toilet Bowl Cleaner</b> <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____	1 cases	\$ _____	\$ _____
35.	<b>Tapered Broom Handle</b> <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____	10 each	\$ _____	\$ _____
36.	<b>String mop/Bucket Wringer Combo</b> <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____	3 each	\$ _____	\$ _____
37.	<b>Wasp and Hornet Killer</b> <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____	500 each	\$ _____	\$ _____
38.	<b>String Mop Head</b> <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____	14 cases	\$ _____	\$ _____
39.	<b>Wax Liners</b> <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____	10 cases	\$ _____	\$ _____

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
40	<b>Soap Bars</b> <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____	96 each (2 cs)	\$ _____	\$ _____
41.	<b>Hydrogen Peroxide/Orange Oil Cleaner Concentrate, Sanitizer/virucide</b> <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____	30 cases (4gal/cs)	\$ _____	\$ _____
42.	<b>Hydrogen Peroxide/Orange Oil Cleaner Concentrate, Sanitizer/virucide (30 gallon Drum)</b> <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____	1 drum	\$ _____	\$ _____
43.	<b>Hydrogen Peroxide/Concentrate, Automatic Push Button Gallon Dispenser</b> <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____	10 each	\$ _____	\$ _____
44.	<b>Hydrogen Peroxide/Concentrate Portable Dispenser</b> <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____	50 each	\$ _____	\$ _____
45.	<b>Hydrogen Peroxide (Envirox) Empty Spray Bottles</b> <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____	900 each ( 500 green, 400 red)	\$ _____	\$ _____
46.	<b>DECK BRUSH</b> <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____	3 cases	\$ _____	\$ _____
47.	<b>STREET BRUSH</b> <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____	1 case	\$ _____	\$ _____
48.	<b>SCRUB BRUSH</b> <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____	2 cases	\$ _____	\$ _____
49.	<b>ANGLE BROOM</b> <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____	10 packs	\$ _____	\$ _____
50.	<b>POWDER/ABRASIVE CLEANER</b> <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____	4 cases	\$ _____	\$ _____
51..	<b>DISINFECTANT AEROSOL SPRAY</b> <i>Mfg.</i> _____ <i>Brand</i> _____ <i>Model #</i> _____	40 cases	\$ _____	\$ _____

**NOTE:** All janitorial products shall be delivered F.O.B. DESTINATION as required, to the Monmouth County Park System, Thompson Park, Central Supply, 805 Newman Springs Rd., Lincroft, N.J. 07738. Deliveries shall be made within ten (10) working days following notification by the Park System.

There shall be no charge for sales tax as the County is a tax exempt corporation. Tax exempt # 69-0220842.

VARIANCES IF ANY:

Item #	MFG	Model #	Unit cost	Total Cost
Item #	MFG	Model #	Unit cost	Total Cost
Item #	MFG	Model #	Unit cost	Total Cost
Item #	MFG	Model #	Unit cost	Total Cost
Item #	MFG	Model #	Unit cost	Total Cost
Item #	MFG	Model #	Unit cost	Total Cost
Item #	MFG	Model #	Unit cost	Total Cost
Item #	MFG	Model #	Unit cost	Total Cost

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

CONTRACTOR (Print Name/Title): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

BUSINESS PHONE: \_\_\_\_\_ FAX #: \_\_\_\_\_

800 #: \_\_\_\_\_

FEDERAL TAX ID# OR SOCIAL SECURITY#: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

WEB ADDRESS: \_\_\_\_\_

DATED: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

## 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](http://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.**

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

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

**Goods and General Service Vendors**

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

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

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

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

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

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

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

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

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

**COMPANY:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_