

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

**FURNISHING AND DELIVERY OF IRRIGATION WELL EQUIPMENT SERVICES AND
REPAIR PARTS**

BID NO: #0045-15

ADVERTISED: WEDNESDAY, APRIL 15, 2015

BIDS DUE: WEDNESDAY, MAY 6, 2015 at 10:00 AM

TO APPEAR IN PAPER: WEDNESDAY, APRIL 15, 2015

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 **WEDNESDAY, MAY 6, 2015** and then publicly read aloud for the following:

- 1. FURNISHING AND DELIVERY OF IRRIGATION WELL
EQUIPMENT SERVICES AND REPAIR PARTS (BID #0045-15)**
- 2. FURNISHING AND DELIVERY OF IRRIGATION AND PUMPING
EQUIPMENT SERVICES AND REPAIR PARTS
(BID #0046-15)**

Bid Documents, including Instructions to Bidders, complete Plans and Specifications, and Proposal Forms may be obtained by qualified bidders on our website at www.monmouthcountyparks.com; **“Do Business with Us;” “Request for Bids”** 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.

Fred J. Rummel, 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 a 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 FD 504 202 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-BRC(05-01)</small>		<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>

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

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

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

GENERAL SPECIFICATIONS

INTENT:

It is the intent of this specification to describe and govern the **FURNISHING AND DELIVERY OF IRRIGATION WELL EQUIPMENT SERVICES AND REPAIR PARTS (BID #0045-15)** 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 it's 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: _____
Fred J. Rummel, Chairman

BY: _____

ATTEST:

ATTEST:

James J. Truncer
Secretary-Director

DATE: _____

DATE: _____

**SPECIFICATIONS FOR THE FURNISHING AND DELIVERY OF
IRRIGATION WELL EQUIPMENT SERVICES AND REPAIR PARTS 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 an approved source for scheduled maintenance, emergency repair and parts for irrigation well equipment located at Charleston Springs Golf Course and Hominy Hill Golf Course, as specified herein.

PROPOSAL FORMS: The attached proposal(s) must be submitted in order for bidders to be considered. Contractors currently supplying the Monmouth County Park system must reapply. Vendors may bid on any or all proposals. Prices must be quoted for each item listed on the proposal for which bids are being submitted.

METHOD OF AWARD: Award(s) will be made on the basis of the lowest average of the hourly rates submitted for Items 1, 2 and 3 A-C. The percentage discount for parts used shall also be indicated on the proposal page. All catalogs and manufacturer's price lists used as a basis for computing discount percentages must be available to the agency for inspection. The purchasing committee reserves the right to accept or reject any or all bids and to award in a manner which is deemed to be in the best interest of the agency.

INSURANCE: The Contractor shall maintain the following insurance coverage, and provide the Park System a Certificate (ACORD©) of same, naming the Board of Recreation Commissioners as the Certificate holder, within 21 business days of the Contractor's receipt of notice that it has been awarded the Contract.

- **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.
- **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.
- **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.
- **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.
- **County Additional Insured:** The County of Monmouth, agents, servants, employees and Design Professionals must be named as additional insured on all policies except the Worker's Compensation policy.
- **Subcontractors:** The Contractor's subcontractors shall impose and require its subcontractors to purchase and maintain insurance coverage's identical to those set forth above.

MANDATORY BUSINESS REGISTRATION CERTIFICATE:

(Chp. 57, Laws of 2004-S-1778):

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 with the bid for the vendor. 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 fulfillment of the contract, or shall attest that no subcontractors were used.

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 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.

Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at: www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity

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.

4. 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.

8. 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.

QUALIFICATION OF BIDDER:

The contractor shall be experienced with wells, pumps and all associated equipment of the size, capacity and depths of the owner's equipment, as specified herein. The contractor shall be experienced in redeveloping wells by the Riser Pipe Swabbing Method.

The bidder's service shall include both on-site and off-site capabilities and shall have a staff of competent engineers and technicians available on a scheduled, planned or emergency basis able to render instant service at any time.

The contractor shall possess the equipment and logistical capability to handle the scope of this contract including rotary drilling rigs, auger rigs, bucket rigs, cranes, cable tool rigs, specialty rigs, sampling equipment, loaner pump equipment and all other ancillary equipment. The Owner reserves the right to qualify or reject any and all equipment proposed by the contractor as is deemed to be in the best interest of the agency.

The Contractor must possess a machine shop facility, or provide the names and addresses of such facilities. The bidder's facility in which the equipment is to be repaired shall have adequate crane capacity and handling facilities to ensure undertaking and completion of the work. The mechanical equipment shall include welding and brazing units, lathes and boring mills with adequate tooling and of sufficient size and capacity to repair and/or service the Owner's equipment, as specified herein. Measuring equipment shall include internal and external micrometers of the sizes required insure immediate, fast and good quality service and repairs.

LICENSES: The contractor must be a licensed Well Driller in the State of New Jersey. The contractor must have a professional engineer on staff that is licensed in the state of New Jersey.

SUBMITTALS: Bidders shall supply the following at time of bid opening:

- Names and classification of Licensed Engineers.
- Names of qualified technicians.
- Names and addresses of machine shop if pump work is being sub-contracted to an outside agency other than the bidder.
- List of all equipment to be used on the job indicating the quantity, make and model.
- List of references naming accounts where work has been performed on centrifugal, submersible and vertical turbine pumps indicating the size and depth of the wells.
- List of references naming accounts where well redevelopment has been successfully completed using the Riser Pipe Swabbing Method.

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

SUBSTITUTIONS:

Items 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.

SCHEDULE OF WORK:

All work to be done is to be reviewed and scheduled between an owner representative and the contractor's Licensed Engineer prior to execution. Work done onsite and off site must be by skilled-trained craftsmen and supervised by the contractor's licensed Professional Engineer.

GUARANTEE: The contractor shall guarantee that the services performed and all parts shall comply with this specification. All work performed on the pumps shall carry a 60 day guarantee on all parts and labor connected with the installation and repairs. It is understood that qualified and experienced personnel shall perform all work and all work shall be of the highest quality.

PERIOD OF CONTRACT:

The original contract period shall be for one (1) year beginning from the date of award to December 31, 2015. The contract shall not bind, nor purport to bind, the Park System for any contractual commitment in excess of the original contract period.

The Park System shall have the right, at its sole option, to extend the contract for one (1) additional one-year period (1/1/2016 – 12/31/16). In the event the Park System exercises such right, all terms, conditions, and provisions of the contract shall remain the same and apply during the renewal period.

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. The Park System reserves 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%.

Should the contractor dispose of his business during the contract period, it is understood and agreed that all obligations will be transferred to the new owner(s), who will be required to submit a proposal in accordance with the requirements set forth herein.

ESTIMATED AMOUNT OF CONTRACT: \$10,000.00

PROPOSAL #1

SCOPE:

The Owner desires that all irrigation well equipment presently in service at Charleston Springs Golf Course and Hominy Hill Golf Course be properly maintained and serviced. The contractor shall furnish and deliver any or all services, labor, equipment, tools, supplies, parts and components to perform the necessary work.

Irrigation wells requiring service range from 275' (two hundred seventy five feet) to 700' (seven hundred feet) in depth with well columns ranging from 6" (six inches) to 10" (ten inches) in diameter. Pumping equipment requiring service include vertical turbine, submersible and centrifugal pumps with electric motors ranging from 20 to 100 horsepower.

Proposal #1 shall include, but not be limited to, the following specific items with respect to the overall service required:

- Inspections
- Plot Pump Capacity & Discharge Pressure
- Record Static and Pumping Levels
- Conduct Vibration Analysis
- Measure Voltage & Amperage Readings
- Record Motor Meggar Readings
- Bench Tests
- Down hole Video Camera Inspection
- Biological Activity Testing
- System Energy Audits
- Maintaining Detailed Maintenance Records
- Scheduled Maintenance
- Flow meter calibration
- Change oil & re-grease motors
- Repacking
- Pump Removal
- Rework Bowl Assembly
- Threading Equipment for Pipe, Tubing & Shafts
- Line Shaft Straightening
- Replace Line Shaft Bearings
- Replace Stainless Steel Air Line
- Sand Blasting and Nickel Oxide Coating Facilities
- Repair and Fabrication of Parts for Obsolete Pumps
- Rework Electric Motor
- Failure Analysis
- Staff: Metallurgists & Corrosion Experts
- Physical Treatment Methods
- Well Treatment Chemistries
- Well Screen Treatment
- Well Redevelopment
- Well Casing Treatment
- Well Reconstruction
- 24-hour Emergency Service

WORK REQUIRED:

1. Collect and prepare, with owner's assistance, two complete sets of records on all existing installations. One set of records shall be delivered to the owner and the contractor shall retain one set.
2. Make an annual inspection and prepare a report on each operating unit indicating the condition of the pumping equipment and wells. Where means of flow are readily available, this shall include a report of the current static water level and pumping data. Recommendations and estimates for work required to keep the unit in efficient, reliable operation shall be furnished to the owner.

VIBRATION ANALYSIS TESTING:

Upon start-up of the vertical turbine pump assembly, the contractor shall conduct Vibration Analysis Testing of the unit during the yearly orifice test. He shall designate and record exact points of reference to produce a typical "signature" of the vibration of the unit that shall be recorded both by hand and by "hardcopy" printed directly on continuous tape by the analyzing equipment. This equipment shall be the Mechanalysis Model 820, or equal. Original copies of results for 1.) Sharp signature and 2.) Machine start-up/coats down (with pump shaft disconnected from motor), and all well and pump records, become the property of the Owner. Vibration analysis of the pumping equipment shall be run at the normal discharge rate into the system.

EMERGENCY SERVICE:

The irrigation systems must be able to operate 24 hours per day, seven days per week. Bidder's commitment to provide repairs within this context is imperative.

If at any time an emergency breakdown of equipment covered by this agreement should occur, Contractor agrees to make, without expense, an on-site inspection of the breakdown within a reasonable time after notice. The Contractor shall be prepared and shall provide prompt emergency service at anytime, twenty-four hours a day, seven days a week in connection with the work required under any phase of this Contract. The Contractor shall have crews available on 24 hour call to provide emergency repairs at normal daily rates and materials costs.

The Contractor will be required to respond promptly to emergency calls and have men and equipment at the site not later than three hours of said call. Contractor shall maintain a twenty-four hour per day telephone answering service.

The contractor must be capable providing a temporary/loaner water well pump sized to deliver existing facility pumping values, and performing emergency installation within a 24-hour time period, so as to provide water for irrigation while owner's pump is being pulled for repairs.

PARTS:

All needed parts are to be available for immediate installation before tear down of any unit.

PUMPING EQUIPMENT DESCRIPTIONS

CHARLESTON SPRINGS GOLF COURSE:

NORTH COURSE:

1. Motor: US Motor Model #: F422A
HP: 25 Frame: 284 TPH
Serial #: A08A147R725F
Speed: 1800 Volts: 230/460 Phase: 3 HZ: 60
FL Amps: 65.0/32.5
Pump: Fairbanks-Morse Type: Vertical Turbine Model: 8M-7
Column Size: 5" Shaft Size: 1" Lube: Water Setting: 190'
Starter: Across the line Make: Siemens Size: 2 Heater & Size: FH5A

SOUTH COURSE:

1. Motor: US Motors Model #: F422A
HP: 25 Frame: 284TPH
Serial # H025S2BLS
Speed: 1800 Volts: 230/460 Phase: 3 HZ: 60
FL Amps: 65.0/32.5
Pump: IDP Type: Vertical Turbine Model: 8M28-8
Column Size: 5" Shaft Size: 1" Lube: Water Setting: 270'
Starter: Across the line Make: Cutler Hammer Size: 2 Heater & Size: Adj.

HOMINY HILL GOLF COURSE:

1. Motor: Newman Model #: F422A
HP: 100 Frame: R404TP
Serial # S202733847
Speed: 1775 Volts: 460 Phase: 3 HZ: 60
FL Amps: 122
Pump: Goulds Type: Vertical Turbine Model: 10IHC-7
Column Size: 6" Shaft Size: 1 3/16" Lube: Water Setting: 300'
Starter: Reduced Voltage Make: A & B Size: 4 Heater & Size: W81

2. Motor: Hitachi
HP: 25 Speed: 3450
Type: Submersible

**GOLF COURSE LOCATIONS
& SUPERINTENDENTS:**

Charleston Springs Golf Course – North Course

201 Sweetmans Lane; Millstone Township, NJ 08535

Golf Course Superintendent: Ryan Ponnwitz (732) 431-2651

Charleston Springs Golf Course – South Course

77 Woodville Road; Millstone Township, NJ 08510

Golf Course Superintendent: Keith Bennett (732) 625-1239

Hominy Hill Golf Course

92 Mercer Road; Colts Neck, NJ 07722

Golf Course Superintendent: Tim Mariner (732) 462-9225

ITEM #1 CHARLESTON SPRINGS GOLF COURSE:

The contractor will furnish the necessary labor and materials to check the motor for vibration, change the motor and gearhead oil, and grease repack pump. In addition vendor is to:

1. Perform an orifice test on the turbine pump.
2. Repair and reinstallation of the pumps shall be scheduled by the area Golf Course Superintendent and completed by December 31, 2015.

ITEM #2 HOMINY HILL GOLF COURSE:

The contractor will furnish the necessary labor and materials to check the motor for vibration, change the motor and gearhead oil, and grease repack pump. In addition vendor is to:

1. Perform an orifice test on the turbine pump.
2. Repair and reinstallation of the pumps shall be scheduled by the area Golf Course Superintendent and completed by December 31, 2015.

COUNTY OF MONMOUTH
POLITICAL CONTRIBUTION DISCLOSURE

PURPOSE

On April 28, 2005, the Monmouth County Board of Chosen Freeholders adopted Resolution #05-310. This resolution requires all contractors seeking to do business with Monmouth County ("County") to disclose any political contributions in excess of \$1.00 as a condition of receiving a County contract.

I. Types of Contributions to be Reported

Prospective contractors must disclose all political contributions of \$1.00 or more made to any of the following political candidates or committees in the five (5) years preceding the date of the proposal by any individual or business entity submitting such proposal:

- A. Any individual currently holding elective County-wide public office within Monmouth County (specifically, the County Freeholders, Clerk, Surrogate and Sheriff).
- B. Any Monmouth County county committee of a political party, as organized pursuant to N.J.S.A. 19:5-3 (currently, the Monmouth County Republican and Democratic organizations).
- C. The State committee of a political party, as organized pursuant to N.J.S.A. 19:5-4 (currently, the New Jersey Republican and Democratic State Committees).

II. Requirements

All bids or other proposals by a prospective contractor to provide to the County services or any material, supplies or equipment, or to acquire, sell, or lease any land or building, starting from the date of adoption of this policy, must include a completed PCDF; exception: all purchases of goods and services utilizing a New Jersey State Contract are exempt from this requirement.

- A. A PCDF must be submitted with all proposals. Potential contractors who have made no applicable contributions must return the form and indicate that no contributions have been made requiring disclosure on the PCDF.
- B. Any prospective contractor lacking the required documentation will be disqualified from being awarded a County contract unless the omission is promptly corrected within five (5) business days of notification of the omission by the County.
- C. The completed PCDF will be maintained with other documentation pertaining to the contract for the life of the record.

BIDDER'S CHECKLIST

BID #: 0045-15

with bid (Owner's checkmarks) INITIALS) ↓↓	Items submitted (Bidder's ↓↓
--	------------------------------------

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

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

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

- | | | |
|--------------|---|-------|
| <u> X </u> | Copy of 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) | _____ |
| <u> X </u> | Disclosure of Energy Sector Investment Activities in Iran | _____ |

THE UNDERSIGNED BIDDER HEREWITH SUBMITS THE ABOVE REQUIRED DOCUMENTS:

PRINT NAME OF BIDDER: _____

SIGNED BY: _____

PRINT NAME AND TITLE: _____

DATE: _____

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

SUBMITTED BY: _____
(Company Name)

PROPOSAL 1

**FOR THE FURNISHING AND DELIVERY OF
IRRIGATION WELL EQUIPMENT SERVICES AND REPAIR PARTS TO
THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS,
LINCROFT, NEW JERSEY 07738**

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

1. IRRIGATION PUMP MAINTENANCE AND REPAIR SERVICE AT CHARLESTON SPRINGS GOLF COURSE

At an Hourly Rate of \$_____ and a cost Not to Exceed \$_____ Dollars

2. IRRIGATION PUMP MAINTENANCE AND REPAIR SERVICE AT HOMINY HILL GOLF COURSE

At an Hourly Rate of \$_____ and a cost Not to Exceed \$_____ Dollars

3. FOR ADDITIONAL WORK AS MAY BE REQUIRED DURING THE CONTRACT PERIOD.

- a. LABOR – NORMAL WORKDAY \$ _____ PER HOUR
- b. LABOR – EVENING, HOLIDAY, WEEKEND \$ _____ PER HOUR
- c. PUMP SERVICING RIG, AND TWO (2) MAN CREW \$ _____ PER HOUR
- d. REPAIR PARTS _____ PERCENT DISCOUNT

FOR THE PURPOSE OF THESE PROPOSALS, NORMAL WORKDAYS SHALL BE CONSIDERED TO BE:

(Fill in days of week)

(Fill in hours of day)

The undersigned also acknowledges the right of the Monmouth County Park System to inspect any price indexes to assure that the Park System is receiving the stated discounts.

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

VARIANCE IF ANY: _____

an individual

The undersigned is a corporation under the laws of the State of _____

a partnership

having principle offices at _____

VENDOR: _____

SIGNATURE: _____

ADDRESS: _____

FEDERAL ID NO. OR SOCIAL SECURITY NO.: _____

BUSINESS PHONE: _____ FAX: _____

E-MAIL: _____

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:

Name:	Name:
Home Address:	Home Address:

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.

County of Monmouth, State of New Jersey
Division of Purchasing
DISCLOSURE OF ENERGY SECTOR INVESTMENT ACTIVITIES IN IRAN
New Jersey Public Law 2012, Chapter 25

Solicitation Number: _____ **Bidder / Respondent:** _____

Project Description: _____

PART 1 – CERTIFICATION – CHECK THE APPROPRIATE BOX:

A. I certify that neither the Bidder / Respondent nor any of the Bidder's / Respondent's parents, subsidiaries, or affiliates, as defined in C.52:32-56(e), is on the "Chapter 25 List" created and maintained by the New Jersey Department of the Treasury, as a person or entity engaging in the energy sector investment activities in Iran described in C.52:32-56(f). The Chapter 25 List may be found at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

OR

B. The Bidder / Respondent and/or one or more of its parents, subsidiaries or affiliates is a person or entity on the Chapter 25 List referred to above. A detailed and precise description of the relevant activities of the listed Bidder / Respondent and/or listed parents, subsidiaries or affiliates is provided in Part 2 below.

PART 2 – ADDITIONAL INFORMATION – COMPLETE PART 2 ONLY IF B. IN PART 1 IS CHECKED:

The following is an accurate and precise description of the energy sector investment activities in Iran of the Bidder / Respondent and/or listed parents, subsidiaries or affiliates, on the Chapter 25 List (attach additional pages as necessary to make full disclosure):

Name of Person(s) or Entity(ies) on the Chapter 25 List: _____

Relationship to Bidder / Respondent: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder / Respondent Contact Name: _____ Contact Phone Number: _____

Check here if additional pages are attached and state number of attached pages: _____ (Number of pages attached.)

CERTIFICATION FOR PART 1 AND, IF APPLICABLE, PART 2: I, being of full age, hereby certify that the foregoing information and any attachments hereto are to the best of my knowledge true and complete. I certify that I am authorized to execute this certification on behalf of the Respondent. I acknowledge that the County of Monmouth will rely on the information contained herein and thereby acknowledge that I and the Bidder / Respondent are under a continuing obligation from the date of this certification through the completion of any contracts with the County to notify the County in writing of any changes to the answers or information contained herein.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me is willfully false, I am subject to punishment and the Bidder / Respondent is subject to the penalties stated in C. 52:32-59 and C. 40A:11-2.1.

Full Name (Print) _____ Signature: _____

Title: _____ Date: _____

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.**

