

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

**FURNISHING AND DELIVERY OF INSPECTION, MAINTENANCE,
REPLACEMENT, INSTALLATION, AND REPAIRS; OF VARIOUS FIRE
EQUIPMENT**

BID NO: #0010-24

ADVERTISED: MONDAY, OCTOBER 16, 2023

BIDS DUE: THURSDAY, OCTOBER 26, 2023, at 10:00AM

TO APPEAR IN PAPER: MONDAY, OCTOBER 16, 2023

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 **Thursday, October 26, 2023**, and then publicly read aloud for the following:

FURNISHING AND DELIVERY OF INSPECTION, MAINTENANCE,
REPLACEMENT, INSTALLATION, AND REPAIRS; OF VARIOUS FIRE
EQUIPMENT
(BID #0010-24)

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

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

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

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

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

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

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

GENERAL CONDITIONS

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

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

16. MANDATORY BUSINESS REGISTRATION CERTIFICATE

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

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

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

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


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

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


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

(Revised 5/2017)

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

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

OR

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		<small>DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 322 TRENTON, N.J. 08646-0322</small>
TAXPAYER NAME:	TRADE NAME:	
ADDRESS:	SEQUENCE NUMBER:	
EFFECTIVE DATE:	ISSUANCE DATE:	
 Acting Director New Jersey Division of Revenue		
<small>FORM-BRC(03-01) This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>		

(Revised 5/2017)

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

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

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

GENERAL SPECIFICATIONS

- INTENT:** It is the intent of this specification to describe and govern the **FURNISHING AND DELIVERY OF INSPECTION, MAINTENANCE, REPLACEMENT, INSTALLATION, AND REPAIRS OF VARIOUS FIRE EQUIPMENT (BID #00010-24) hereafter**, referred to as the items.
- SCOPE:** The bidder is to furnish and deliver any or all items as called for in the specifications as instructed by the Agency.
- GENERAL:** The items shall be new and of the latest design. The items shall be furnished complete in every detail and ready for use when delivered to the Agency. Any item differing in minor details from these specifications may be considered, provided such differences are clearly noted and described in detail by the bidder and attached to the proposal and considered by the purchaser to be, in all essential respects in compliance with these specifications. If requested the bidder shall bring to the Agency, the items, or a portion thereof, for a final inspection before the bid is awarded. The agency reserves the right to inspect manufacturing and warehouse facilities.
- EQUAL/TIE BIDS:** In the event of equal or tie bids, the agency reserves the right to award, at its discretion, to any one of the equal or tie bidders.
- PRICE DISCREPANCY:** If there is a discrepancy between the extended price and the unit price, the unit price shall prevail, and the agency retains the right to recompute the extended price.
- The agency also retains the right to check tie addition of all extended prices regardless of whether or not there is a discrepancy between the extended prices and the unit price. If the total sum of the extended price is incorrect, as a result of the bidders' faulty arithmetic calculations, the agency will substitute the correct price and inform the vendor of the change.
- GUARANTEE:** The bidder shall guarantee that the items and all its parts shall comply with this specification.
- PRODUCT:** Only manufactured and farm products of the United States wherever available, shall be used in the performance of the specifications.
- QUANTITY:** Quantities stated in the specifications are approximate quantities only, and the agency reserves the right to increase or decrease the quantities without increase or decrease in price.
- PROPOSAL FORM:** Prices are to be quoted for each item to be bid upon by bidder. The Board of Recreation Commissioners reserves the right to accept or reject any or all items listed on the proposal and to award the contract in whole or in part as deemed in the best interest of the Board of Recreation Commissioners.

CONTRACT SAMPLE

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

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

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

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

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

IT IS AGREED:

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

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

protection of the County Indemnified Parties only and shall not establish, of themselves, any liability to third parties. The provisions of this subsection shall survive termination of this Agreement.

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

To the Board:

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

with a copy to:

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

To the Contractor:

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

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

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

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

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

(i) N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) a subcontractor named in a bid or other proposal made by a contractor to a contracting agency shall provide a copy of its business registration to the contractor who shall provide it to the contracting agency; 2) the contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance; 3) prior to receipt of final payment from a contracting agency, the contractor must submit to the contracting agency a complete and accurate list of all subcontractors or attest that none was used; 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all taxable sales of tangible personal property delivered into this State.

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

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

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

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

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

theory. The waiver of the foregoing damages applies only to disputes and claims as between the Board and the Contractor. Nothing in this paragraph shall limit the obligation of the Contractor to indemnify, defend and hold harmless the Board Indemnified Parties for any special, incidental, consequential, punitive, or similar damages payable to third parties resulting from any act or circumstance for which the Contractor is obligated to indemnify the County Indemnified Parties in accordance with and to the extent provided hereunder.

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

- b. If, through any cause, the Contractor, where applicable, shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Board shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Agreement, shall be forthwith delivered to the Board.
 - c. Bankruptcy or insolvency of the Contractor; sale of the business of the Contractor, or death or permanent disability of the Contractor in the event the Contractor is an individual.
 - d. Should the Board default in the performance of this Agreement or materially breach any of its provisions, which remain uncured after thirty (30) days after notice is given to the Board, the Contractor may terminate this Agreement, unless the Board is prevented from performing this Agreement by circumstances beyond its control. In that instance, any obligations owing by the Board to the Contractor shall be suspended without liability for the period during which the Board is so prevented.
 - e. Should the Board fail to pay Contractor all or any part of the compensation earned for services rendered within sixty (60) days after the date due, the Contractor may at its option, terminate this Agreement.
 - f. Notwithstanding the above, the Contractor, where applicable, shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of the Agreement by the Contractor, and the Board may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to the Board from the Contractor is determined.
 - g. Termination shall not operate to affect the validity of the indemnification provisions of this Agreement.
- 25) Insurance Coverage. The Contractor shall obtain, pay for, and maintain the insurance coverages listed in paragraphs (a) through (e) below with respect to performance of the Agreement. The Contractor shall be responsible for premiums, fees and other costs associated with obtaining and maintaining such required insurance, and the Board shall have no obligation to reimburse the Contractor therefore. The Board reserves the right to waive or modify the below requirements, if appropriate.
- (a) Statutory workers compensation insurance required to be held by any State or Federal law, including other states coverage, and employers' liability coverage with limits of \$500,000 each accident, \$500,000 each employee and \$500,000 aggregate for disease;
 - (b) Commercial General Liability coverage for bodily injury, property damage, and personal injury liability of not less than \$1,000,000 combined single limit each occurrence or offense, and \$2,000,000 general aggregate. Coverage is to include premises and operations, independent contractors, and products and completed operations;
 - (c) Business Automobile Liability insurance including coverage for any owned, hired, or non-owned vehicle, with limits of not less than \$1,000,000 combined single limit, including an MCS 90 endorsement;
 - (d) Umbrella excess or excess liability insurance above the required commercial general, business automobile, and employers' liability insurance in the amount of \$1,000,000 each occurrence and aggregate; and

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have signed this agreement.

MONMOUTH COUNTY BOARD
OF RECREATION COMMISSIONERS

{VENDOR NAME}

BY: _____
Kevin Mandeville, Chairman

BY: _____

ATTEST:

Andrew J. Spears, Director

ATTEST:

DATE: _____

DATE: _____

RESOLUTION NO: _____

PURCHASE ORDER NO: _____

SPECIFICATIONS FOR THE FURNISHING AND DELIVERY OF INSPECTION, MAINTENANCE, REPLACEMENT, INSTALLATION, AND REPAIRS OF VARIOUS FIRE EQUIPMENT TO THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS, LINCROFT, NEW JERSEY 07738.

SCOPE:

The purpose of this contract shall be to make available to the Monmouth County Park System an authorized source for INSPECTION, MAINTENANCE, REPLACEMENT, INSTALLATION AND REPAIRS OF VARIOUS FIRE EQUIPMENT, as specified herein.

PROPOSAL:

Contractor must be licensed for all needed services to be considered.

INSURANCE:

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

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

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

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

D County Additional Insured: The County of Monmouth must be named as additional insured on all policies except the Worker's Compensation policy.

MANDATORY FIRE PROTECTION CONTRACTOR CERTIFICATION:

Where required bidders must possess the Fire Protection Equipment Contractor Certification as required by New Jersey Law. A copy of bidder's Fire Protection Equipment Contractor Certification must be provided with the bid. Failure to do so may result in rejection of bid.

SERVICE TIME:

All annual service shall be scheduled by the Park System and completed by the contractor within 30 working days of notification. The contractor shall also respond to telephone requests for any necessary work or repairs within 24 hours after notification. Travel time shall not be considered as work, and the Park System will not pay for travel time or mileage.

INSTALLATION, REPLACEMENT, AND REPAIRS NEEDED:

Any work needed including inspection, testing, repairs, maintenance, and installation is included within the scope of this contract. Details of the work needed shall be brought to the attention of MCPS before proceeding by means of an emailed proposal.

NOTE:

The Park System may acquire, uncover, or install fire equipment during the period of this contract. Nothing in this specification shall preclude any inspection, maintenance, replacement, or repairs of any fire equipment not specifically called out herein.

PERIOD OF CONTRACT:

The contract period shall be from January 1, 2024, through December 31, 2024. Should the contractor dispose of his business during the contract period, all obligations shall pass to the new owner, who shall be required to submit a proposal in accordance with the requirements of the contract.

This 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 2 additional 1-year periods (2025-2026). 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.

METHOD OF AWARD:

The Park System will award this contract to the qualified bidder offering the lowest Total Lump Sum price. The Contractor shall not begin any work without first scheduling with the Park System representative.

OWNER'S REPRESENTATIVE:

If there are any questions regarding the work to be performed, please contact Sean O'Herron at (732) 842-4000, ext 4320.

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.

Current Prevailing Wage rates and list of debarred contractors are available online at:
https://www.nj.gov/labor/wagehour/wagerate/pwr_construction.html
Phone: 609-292-2283

Service #1 - Portable Fire Extinguishers

In all cases the contractor shall be responsible for leaving a temporary extinguisher while the original is being serviced.

1. Annual Inspection:

Annual inspection at each individual location shall be conducted by an authorized contractor in accordance with NFPA-10. **Annual inspection shall include 2.5lbs extinguishers.** The contractor shall pick up those extinguishers that need service from each individual location during the annual inspection and return them to the same location after servicing. All fire extinguishers in buildings, on vehicles, and in Central Supply are to be inspected.

2. Six-Year Maintenance Service:

An initial six-year service shall include 2.5lbs extinguishers, after this initial service 2.5lbs extinguishers shall be disposed of by the Contractor and replaced with new 2.5lbs extinguishers - the contractor shall pick up the extinguishers that need service from the individual locations during the annual inspection and returning them to the same location after servicing.

3. Recharge of CO2 Fire Extinguishers:

The contractor shall pick up the extinguishers that need to be recharged and return them to the same locations after recharging. Recharging of extinguishers shall be in accordance with NFPA-10. Extinguisher shall be thoroughly cleaned and inspected prior to recharging.

4. Recharge of both Dry and Wet Chemical (ABC) Fire Extinguishers:

The contractor shall pick up the extinguishers that need to be recharged and return them to the same locations after recharging. Recharging of extinguishers shall be in accordance with NFPA-10. Extinguisher shall be thoroughly cleaned and inspected prior to recharging.

5. Recharge of Halon Fire Extinguishers:

The contractor shall pick up the extinguishers that need to be recharged and return them to the same locations after recharging. Recharging of extinguishers shall be in accordance with NFPA-10. Extinguisher shall be thoroughly cleaned and inspected prior to recharging.

6. Hydrostatic Shell Testing:

The contractor shall pick up the extinguishers that need to be recharged and return them to the same locations after recharging. Hydrostatic Shell Testing shall be done on those extinguishers specified by the Park System and on any extinguisher brought in for recharging where there is evidence of shell damage or corrosion or the date for Hydrostatic Shell Testing has expired. Testing shall be in accordance with NFPA-10.

7. Labor Rate for Repairs:

A per hour rate shall be indicated on the proposal page, giving the contractor's labor charge for needed repairs on fire extinguishers.

8. Percent Discount Off Manufacturer's List Price for Repair Parts:

A percent discount (if any) off the manufacturer's list price for all parts shall be indicated in the proposal page.

9. Purchase of new & replacement extinguishers:

Purchases of new & replacement extinguishers shall be included in this contract and shall include delivery to Central Supply or individual park locations as determined by MCPS.

Service #2 - Fire Hydrants

INSPECTION:

The inspections, testing, and repairs of the Fire Hydrants shall be in compliance with the most recent New Jersey approved edition of NFPA 14, NFPA 24, NFPA 25 and NFPA 291.

REQUIREMENTS FOR ANNUAL FIRE HYDRANT TESTING AND INSPECTIONS:

The following information is required for all fire hydrants, regardless of whether for annual testing, repairs, or replacement. A separate test and inspection form must be completed for each fire hydrant.

1. Determine the actual outlet dimensions of every fire hydrant (interior and exterior).
2. Determine the outlet coefficient.
3. Perform a flow test-annually.
4. Determine the static pressure of test hydrants.
5. Determine the pitot (velocity) pressure of open hydrants in GPM's.
6. Determine the residual pressure of test hydrants.
7. Fully flush for not less than one minute
8. Ensure that all foreign matter has been cleared.
9. Ensure that all stems, caps, gaskets, and threads are in proper condition.
10. Ensure that the hydrant is free of leaks.
11. Properly lubricate all stems, caps, plugs, and threaded connections
12. Ensure that hydrant drains properly.
13. Operating nut is in good condition.
14. Fully operate underground shutoff valves (open and close). Verify normal conditions
15. All threaded protective caps are easily removed.
16. All threaded connections are undamaged and seals in good condition.

DEFICIENCIES

If deficiencies are found during testing and inspections, notify The Park System immediately and provide a written proposal for the work.

FIRE HYDRANTS-ANNUAL TESTING and INSPECTIONS:

CURRENT LOCATIONS AND INVENTORY

Thompson Park

- Fire Hydrant behind Bldg. # 501.
- Fire Hydrant near Bldg. # 502-Residence, Maintenance Rd.(8" main).
- Fire Hydrant corner of Maintenance Rd. and Access Rd. to Bldg. # 501 (8" main).
- Fire Hydrant in front of Bldg. # 506, A&D, Maintenance Rd (8" water main).
- Fire Hydrant near Gas Pumps, Maintenance Rd (8" water main).
- Fire Hydrant near Bldg. # 550, Activity Barn, (6" water main).
- Fire Hydrant near Bldg. # 531 (8" main).

Longstreet Farm

- Fire Hydrant along access road in front of Icehouse (6" main)
- Fire Hydrant at end of access road in parking lot- 6" main

Sunnyside Recreation Area

- 2 Fire Hydrants west side of Bldg. #2405, Equestrian Center (10" fire main)

Holmdel Park

- Fire Hydrant, near Bldg. #201, across from Parking Lot #2 (8" water main)

Shark River Golf Course

- Fire Hydrant along access drive to Golf Center, right side of drive (6" main)

Monmouth Cove Marina

- Fire Hydrant, near flagpole, serving Bldg. #2206

East Freehold Park

- Fire Hydrant, near parking lot and flagpole (8" main)
- Fire Hydrant, near Office Trailers (8" main)

**ALSO, SHALL INCLUDE THE INSPECTION OF ANY FIRE HYDRANTS MCPS
ACQUIRES DURING THE TERM OF THIS CONTRACT.**

SPECIFICATIONS FOR THE INSTALLATION OR REPLACEMENT OF A FIRE HYDRANT - WHEN REQUIRED

SCOPE OF WORK: The contractor shall excavate, disconnect, and remove the existing fire hydrant. A new fire hydrant shall be installed to meet all local, State, and National codes and standards. The new fire hydrant shall be sized to connect to the fire main serving the fire hydrant. If a transition fitting is required where the fire hydrant connects to the fire main, all costs associated with this work shall be included in this proposal. The threads on the hose connections shall conform to local Fire Dept. hose connections.

REPLACEMENT FIRE HYDRANT:

The replacement fire hydrant shall be Mueller "Super Centurion 250, dry barrel, fast type, with compression main valve closing with the pressure rating of 250 p.s.i. Triple Listed Fire Hydrant. It shall have full flow 3-way openings: (1) 4.5" pumper nozzle and (2) 2.5" hose nozzles.

Installation

- Fire hydrant shall be installed as plumb as possible.
- Locate and install fire hydrant in accordance with all local, State, and National codes.
- The pumper outlet nozzle shall face the street in order to provide a quick connection for the fire pumper.
- There is a fire hydrant water shut off valve approximately 4' from the fire hydrant. This valve will permit isolation for the fire hydrant replacement process.
- Bottom of hydrant bolts shall be a minimum of 2 inches above ground level.
- Remove foreign matter from the hydrant lead before installing the fire hydrant.

- In setting a fire hydrant use a firm footing, such as stone slabs or a concrete base on firm ground, to prevent settling and strain on the hydrant lead joints.
- Provide thrust block restraint of the fire hydrant. Thrust block restraints shall conform to specifications set by the fire hydrant manufacturer.
- Unless otherwise specified by the fire hydrant manufacturer, the thrust block shall be one of concrete poured around the hydrant valve casing in such a manner that it begins 2 inches below the drain ports and proceeds downward from that point for 2 feet. Likewise, the thrust block pad shall be poured so that it will not interfere with or cover any flange bolts or drain ports. The overall dimensions of the thrust block pad unit shall be:
 - A minimum of 2 feet deep measured from 2 inches below the drain ports downward.
 - A minimum of 2 feet wide, with the fire hydrant centered therein.
 - A minimum of 2 feet long beginning 2 inches to the hydrant side of the hydrant case-gate valve flange.
- Provide for proper drainage for the fire hydrant. The drain field shall consist of 1.5 or 2 inch washed rock and shall cover the hydrant drains by a minimum of 6 inches. **The drain field shall cover the entire thrust block pad unit in a level plane toward the water main to a point 6 inches beyond the gate valve and shall surround the gate valve case.** Cover the rock with plastic to prevent soil from clogging the drain area.
- A concrete collar shall be installed around the fire hydrant lower barrel at or near ground level to avoid transmitting shock to the fire hydrant's lower barrel and hydrant inlet. The collar will be about 6 inches thick, with a diameter of 2 feet. Collar may be either square or round.
- Lubricate and service fire hydrant as needed to provide proper operation of all parts and components. Perform and complete all work associated with Mueller's final acceptance checklist.
- Provide all necessary permits and inspections as required.
- Disinfect and chlorinate system as required.

Service #3 -Backflow Preventers

TESTING AND INSPECTION:

The testing and inspections of backflow preventers shall be in accordance with the most recent edition of the National Standard Plumbing Code, the New Jersey Uniform Construction Code, and all applicable NFPA standards.

LOCATIONS OF BACKFLOW PREVENTERS AND REDUCED PRESSURE ZONE DEVICES TO BE TESTED AND INSPECTED

- Bldg. #234, Longstreet Farm Visitor Center
29 Longstreet Rd., Holmdel, NJ
#1- 1" Watts 009M2-QT RPZ in basement for domestic service
- Bldg.#501, Thompson Park, Visitor Center
805 Newman Springs Rd., Lincroft, NJ
#1- 6" Ames Model 2000SS DCVA for Sprinkler System in basement
#2- 2" Watts 009M2 RPZ in basement closet (off domestic) at sink
#3- 1" Watts 009 RPZ (off domestic) for HVAC - basement crawlspace
#4- 1" Watts 0739 RPZ in basement – cooler pumps room ceiling
- Bldg. #506, Thompson Park, Acquisition & Design
805 Newman Springs Rd., Lincroft, NJ
#1- 4" Ames 3000SS DCVA for sprinkler system in basement
#2- ¾" Ames 2000B DCVA for sprinkler system in basement
- Bldg #511, Thompson Park, Graphics
805 Newman Springs Rd., Lincroft, NJ
#1- 1 ¼" Wilkins 950XL DCVA for limited system in basement
- Bldg. #549, Thompson Park, Creative Arts Center
805 Newman Springs Rd., Lincroft, NJ
#1- 1" Watts 007MI DCVA for limited system in furnace room
- Bldg. #811, East Freehold Maintenance Bldg.
171 Center St., Freehold, NJ
#1- 1 ½" Watts 909M1 RPZ in mechanical room, for domestic
- Bldg 1178, Hartshorne Woods, Portland Place Carriage House
220 Hartshorne Rd., Locust, NJ
#1- 8" Wilkins Zurn RPZ serving Bldg 1177 fire suppression system
#2- ¾" Watts LF009, M3-QT, RPZ serving fire suppression system
- Bldg. #1207, Seven Presidents Park Maintenance Bldg
215 Ocean Ave. North, Long Branch, NJ
#1- ¾" Watts 700 DCVA-domestic water service in furnace room

- Bldg. #1303, Hominy Hill Golf Course, Club House
92 Mercer Rd., Colts Neck, N.J.
#1- 1.5" Watts DCVA 007M2 for domestic service, in basement
#2- 2" Watts DCV, LF007, M1QT, in basement, serving domestic
- Bldg 1311, Hominy Hill GC Maintenance Bldg
#1-³/₄" Watts LF008 RPZ above furnace in mechanical room
- Bldg 1406, Deep Cut Gardens
Behind Greenhouse and vegetable garden in underground vault
352 Red Hill Rd., Middletown, NJ
#1- 1" Febco 825Y RPZ in underground vault for Irrigation
- Bldg. #1803, PineBrook GC Maintenance Area
364 PineBrook Rd., Manalapan, NJ
#1- 4" Febco 880V, RPZ inside Pump House, for irrigation system
- Bldg #1914, Huber Woods Environmental Center
25 Brown's Dock Rd., Locust, NJ
#1- 1" Ames 2000B DCVA for limited system in basement
- Bldg. #2041, Dorbrook Pool Support Bldg.
Rt. 537, 209 County Rd. East, Colts Neck
#1- 2"Watts 00M2 RPZ for domestic
- Bldg. #2105, Shark River GC Pump House
320 Old Corlies Ave., Long Branch, NJ
#1- 4" Febco 860 RPZ serving irrigation
- Bldg. 2206, Monmouth Cove Marina, inside 2'x 3' hot box alongside
road at 200 Port Monmouth Rd., Port Monmouth, NJ
#1- 2" Watts 00972 RPZ backflow preventer for domestic water
- Bldg #2305, Manasquan Reservoir Visitor Center
311 Windler Rd, Howell, NJ
#1- 4" Wilkins 950 DCVA for fire suppression system
in fire suppression valve room, lower level
- Bldg #2405, Sunnyside Equestrian Center
628 Middletown Lincroft Rd., Middletown, NJ
#1- 2" Watts U009 RPZ backflow preventer for domestic water
#2- 2" Watts U009 RPZ backflow preventer for domestic water
#3- 1" Watts 009M2 RPZ serving dust suppression system
- Bldg 2667, Bayshore Activity Center
719 Port Monmouth Rd., Middletown, NJ
#1- 4" Ames Model 2000SS DCVA - fire suppression in basement

Bldg. 3001, Bel-Aire Golf Center
3108 Allaire Rd., Wall, NJ
#1- 1” Watts 0071MI DCVA limited sprinkler system-basement

Bldg. 3801, Fort Monmouth Recreation Center
2566 Guam Lane, Tinton Falls, NJ 07724
#1- 2” Watts 909 RPZ backflow preventer
#2- 4” Ames 2000 DCVA for fire suppression system

Bldg 3804, Fort Monmouth Swimming Pool Bldg
#1- 2” Wilkins Zurn backflow preventer in mechanical room

Dorbrook Recreation Areas
209 County Road 537 East, Colts Neck, NJ
#1- 2” Watts 909 RPZ backflow preventer for domestic water
inside large underground vault in lawn area behind Bldg #2002
#2- 1” Watts 800M4 PVBA for swimming pool near skimmer

Mt. Mitchill Scenic Overlook
460 Ocean Boulevard, Atlantic Highlands
#1- 1.5” Febco 825YA RPZ in underground hand-hole -irrigation
located near entrance gate, left hand side, behind welcome sign

Note: Any contractor testing or inspecting a backflow preventer assembly that is part of a fire suppression system must be certified as a Fire Protection System Contractor by the New Jersey Dept. of Community Affairs, Division of Fire Safety.

Permits: The contractor is required to obtain all necessary Plumbing and Fire Permits. There is no permit fee by the local Construction Dept. The Owner and the Municipal Construction Dept. will require a copy of all completed “Testing and Inspection” Forms.

TESTING AND INSPECTIONS OF BACKFLOW PREVENTERS AND REDUCED PRESSURE ZONE DEVICES:

Backflow preventers and RPZ’s shall be tested and inspected as per the requirements of New Jersey Uniform Fire Code, National Standard Plumbing Code, and NFPA standards. All valves shall be tested for proper operation including air and water pressure gauge, pressure vacuum breaker, proper seating of valves, air inlet, springs, seals, etc. When all tests are complete, ensure that valves are put back in service properly.

All backflow preventer assemblies must be tagged. The tag shall contain the following information: make, type, model, serial number, size, dates of tests, results, and maintenance performed.

REPAIRS AND/OR REPLACEMENTS:

Backflow preventers shall not be installed, moved, removed, replaced, shut off or in any way altered unless in strict compliance with the rules and regulations promulgated by all local, State, and National codes and regulations. All components shall be compatible with the existing water supply piping. All backflow prevention devices servicing fire service lines shall be tested and repaired only by authorized fire protection system certified testers. Devices replaced on water supplies serving fire-protection systems must be approved for fire-protection service and cannot reduce the effectiveness of the fire-protection system. The backflow protection device shall be Underwriters Laboratory listed.

Test the backflow preventers to ensure they operate correctly. Provide written certification that the Backflow Preventers have been tested and that they operate as required. Ensure that there are no leaks.

SERVICE:

All repairs, testing, and inspections shall be completed within 30 days of Notice to Proceed, except for the following locations, which will not have their backflow preventers installed until May 1.

- Bldg. #1406, Deep Cut Gardens, Underground Vault
- Mt. Mitchill Scenic Overlook, inside hand hole, near entrance, behind entrance sign. Left side at entrance drive
- Bldg. #1803, PineBrook GC Pump House, used for irrigation

Service #4 - Kitchen Hood Suppression Systems

INSPECTION: The kitchen hood wet chemical fire suppression system inspections and testing shall be in accordance with all local, state, and national standards and codes. The inspection and testing shall cover all annual and semi-annual testing as required by NFPA 17A for the contracted year of service. The first inspection shall be conducted in April and the second inspection shall be conducted in October.

INSPECTION AND TESTING LOCATIONS:

- 1. Bldg #1303, Hominy Hill Golf Course Clubhouse (Upper Level)**
92 Mercer Rd. Colts Neck, NJ 07722
SYSTEM- 2005 Kidde WHDR 260
2 fusible links x 2 tests and inspections = **4 fusible links**

- 2. Bldg #1704, Walnford Park Farmhouse**
78 Walnford Rd, Allentown, NJ 08501
SYSTEM-Pemall Safety Gourmet PPA-27-W 3 lb. system
4 fusible links x 2 tests and inspections = **8 fusible links**

- 3. Bldg #2514, Charleston Springs Golf Center**
101 Woodville Rd, Millstone, NJ 08501
SYSTEM-1999 Dual Ansul R102-3, 1.5-gallon system (wet chemical)
3 fusible links x 2 tests and inspections = **6 fusible links**

- 4. Bldg #3801- Fort Monmouth Recreation Center**
2566 Guam Lane, Tinton Falls, NJ 07724
SYSTEM- Safety First, PPA 27-1-W (at Snack Bar location)
4 fusible links x 2 tests and inspections = **8 fusible links**

- 5. Bldg. #3801- Fort Monmouth Recreation Center**
2566 Guam Lane, Tinton Falls, NJ 07724
SYSTEM- Pyro-Chemical PCL-240 (at Kitchen location)
3 fusible links x 2 tests and inspections = **6 fusible links**

- 6. Bldg. #1208- Seven President's Park, Pavilion**
221 Ocean Ave., Long Branch, NJ
SYSTEM- Ansul R-102 3-gallon (wet chemical system)
4 fusible links x 2 tests and inspections = **8 fusible links**

- 7. Bldg. #3911- Freneau Woods, Assumption Hall**
360 Monastery Lane, Aberdeen Twmsp., NJ
SYSTEM: Pyro-Chem 460 (kitchen)
5 fusible links x 2 tests and inspections = **10 fusible links**

Inspections and Testing will include (but not limited to):

- All actuation components, including remote manual pull stations, mechanical or electrical devices, detectors, actuators, and fire-actuated dampers, shall be checked for proper operation in accordance with the manufacturer's listed procedures.
- Inspection and testing to ensure all sources of fuel and electric power that produce heat to all equipment requiring protection by the fire extinguishing system shall be automatically shut off.
- Ensure that the alarm activates upon suppression system activation.
- Reseal all safety pins in system manual and remote releases.
- All fusible links (including fusible links on fire damper assemblies) shall be replaced at least semi-annually or more frequently if required by the manufacturer or code. All fusible links removed from hood systems shall be given to Mr. Matthews.
- The year of manufacture and the date of installation of the fusible links shall be marked on the system inspection tag. The tag shall be signed or initialed by the installer.
- Provide and install replacement CO2 cartridges for each system (as needed) as per manufacturer's specifications.
- Replace all automatic bulb-type sprinklers or spray nozzles that show build-up of grease or other material on the sprinkler or spray nozzles.
- Reactivate system-safety pin removed-tension reset.
- Replace all nozzle caps.
- Reset all dampers.
- Relight all pilot lights if gas equipment and/or reset shunt trip breaking if shunt trips are used.
- Hood system extinguisher cylinders needing hydrostatic testing and recharging shall be done at the appropriate schedule cycle and shall conform to Local, State, and NFPA code requirements.
- All hoses shall be replaced at the time a hydrostatic test is required.
- The wet chemical agent removed from the cylinder prior to hydrostatic testing must be discarded.
- Ensure that an inspection tag is attached to every kitchen range hood fire suppression system.

Service #5
Building Fire Suppression Sprinkler Systems, Fire Pumps,
Post Indicator Valves

TESTING, INSPECTIONS, AND REPAIRS OF FIRE SUPPRESSION SYSTEMS

The inspections and testing of the building fire suppression sprinkler systems and post indicator valves shall be in compliance with the most recent New Jersey approved edition of NFPA 25.

The inspection and testing of Fire Pumps shall be in compliance with the most recent New Jersey approved edition of NFPA 20.

Annual inspections shall be as per NFPA 25. Work shall include, (but not limited to):

- Inspect sprinklers, sprinkler piping, hangers, and bracing to verify good condition (Loose hangers or bracing shall be replaced, repaired, or tightened)
- Verify supply of spare sprinklers (There must be a minimum of 2 new sprinklers of each type and temperature rating)
- Inspection of sprinkler wrench, sprinkler cabinet, and signage. Cabinet must not be rusty
- Main drain test of wet systems
- Main drain test of standpipe systems
- Inspection of limited fire suppression systems
- Trip test dry pipe valve systems (control valve partially open)
- During annual trip test the interior of dry pipe systems, valves shall be internally inspected and cleaned thoroughly
- Inspect and test air maintenance device when a dry pipe valve trip test is performed
- Perform a partial flow test. (A partial flow test adequate to move the pressure relief valves from its seat)
- Test water flow alarm devices
- Each control valve shall be operated through its full range and returned to its normal position
- Lubricate valve stems
- Testing of all main drains on wet, standpipe, and hose systems
- Inspecting and testing of fire pumps and components.
- Testing of control valves
- Testing of all hoses and nozzles
- All low point drains, in dry systems, shall be opened, drained, and capped
- Nozzle strainers shall be removed, inspected, and cleaned after each flush
- Nozzles and pipes shall be inspected annually or after each system activation
- Inspection of fire department connections
- Class I and III standpipe system hose valves shall be tested annually by opening and closing valves
- Annual flow test of fire pump, for proper pressures and flows

The Three-year inspections shall be as per NFPA 25. Work shall include, (but not limited to):

- Dry-pipe valve shall be trip tested with control valve fully open and the quick-opening device in service. A record must be provided indicating the delivery time for the water to get to the inspector's test.
- Dry-pipe system: strainers, filters, and orifices cleaned.
- Dry pipe valves shall be tested every 3 years for air leakage. Compressor shall be shut off for 4 hours. If loss of pressure develops, the air leak shall be addressed.

Five-year tests and inspections shall be as per NFPA 25. Work shall include (but not limited to):

- Hydrostatic test on manual standpipe systems and semiautomatic dry standpipe systems, including piping in the fire department connection.
- A full flow tested shall be conducted on each valve and shall be compared to previous results.
- Standpipe systems are to be flow tested at the designated flow rate and pressure. The flow test shall be conducted at the hydraulically most remote hose connection of each zone of a standpipe system.
- All pressure reducing, and/or pressure control valves on standpipe systems must be flow tested or bench tested and shall be compared to previous results.
- Diaphragms, chambers, and restricted orifices cleaned.
- Internal inspections of check valves and alarm check valves.
- **All Gauges shall be replaced. Mark installation date on gauge with magic marker**
- Sprinkler maintenance test (high temp).
- Inspect the interior sprinkler system piping for obstructions. Perform an internal investigation of piping and branch lines by opening a flushing connection at the end of one main and by removing a sprinkler toward the end of the branch line.
- Interior inspection of riser piping.

Ten-year inspections will include (but not limited to):

- Dry systems- Testing of sprinkler heads by an approved, certified agency- A minimum of 4 sprinklers (or one percent of the number of sprinklers) of each type of sprinklers, on each system, shall be tested. In dry pipe systems, the sprinkler/s removed for inspection shall be from the most remote branch line from the source of water that is not equipped with the inspector's test valve.
- The contractor shall provide test certification from an approved, certified agency. No other certification will be acceptable.
- When sprinklers are removed for testing, new UL listed sprinklers of the same type and rating shall be installed until testing is complete. A system shall not be taken out of service while waiting for test results.
- If sprinkler test results indicate a failure, all sprinklers of that type shall be replaced.
- Only new, UL listed sprinklers, shall be used to replace existing sprinklers. The sprinklers shall respond to the type and temperature rating of the sprinklers.

INSPECTION LOCATIONS FOR FIRE SUPPRESSION SYSTEMS

	2019	2020	2021	2022	2023	2024	2025
Thompson VC	Annual	5yr	Annual	Annual	3yr	Annual	10yr
Thompson A&D	Annual	5yr	Annual	Annual	3yr	Annual	10yr
Thompson Graphics	Annual	5yr	Annual	Annual	3yr	Annual	10yr
Thompson HQ	Annual	5yr	Annual	Annual	3yr	Annual	10yr
Thompson Creative Arts	Annual	5yr	Annual	Annual	3yr	Annual	10yr
Portland Place	5yr	Annual	Annual	10yr	Annual	Annual	3yr
Huber Woods EC	Annual	5yr	Annual	Annual	3yr	Annual	10yr
Shark River Golf Maint	Annual	5yr	Annual	Annual	3yr	Annual	10yr
Shark River Golf Workshop	Annual	5yr	Annual	Annual	3yr	Annual	10yr
Shark River Golf Clubhouse	10yr	Annual	Annual	3yr	Annual	5yr	Annual
Manasquan Reservoir Maint	Annual	5yr	Annual	Annual	3yr	Annual	10yr
Manasquan Reservoir VC	10yr	Annual	Annual	3yr	Annual	5yr	Annual
Manasquan Reservoir EC	Annual	5yr	Annual	Annual	3yr	Annual	10yr
Sunnyside	10yr	Annual	Annual	3yr	Annual	5yr	Annual
Bayshore AC	Annual	5yr	Annual	Annual	3yr	Annual	10yr
Bel-Aire Clubhouse	Annual	5yr	Annual	Annual	3yr	Annual	10yr
Fort Monmouth Recreation Center	5yr	Annual	Annual	3yr	Annual	5yr	Annual

Bldg. #501, Thompson Park, Visitor Center
 805 Newman Springs Rd., Lincroft NJ
Wet pipe system (fully suppressed building-319 heads)

Bldg. #506, Thompson Park, Acquisition & Design
 805 Newman Springs Rd., Lincroft, NJ
Dry pipe system and wet pipe system (fully suppressed building)

Bldg. #511, Thompson Park, Graphics
 805 Newman Springs Rd., Lincroft, NJ
Limited system off 1" domestic (2 heads in Storage Room)

Bldg. #531, Thompson Park, Headquarters
 805 Newman Springs Rd., Lincroft, NJ
Dry pipe system (fully suppressed building)

Bldg. #549, Thompson Park, Creative Arts Center
 805 Newman Springs Rd. Lincroft NJ
Limited system off 1" domestic (2 remote areas)

Bldg. #1177, Hartshorne Woods, Portland Place
 220 Hartshorne Rd., Locust, NJ
Dry pipe system-2 Zones, fully suppressed building

- Bldg #1914 Huber Woods Park, Environmental Center
25 Browns Dock Rd. Locust NJ
Limited system off 1" domestic -1 head at stair landing
- Bldg. #2101, Shark River Golf Course Maint. Bldg
328 Old Corlies Ave., Neptune, NJ
Limited system off 1" domestic- 2 heads above furnace
- Bldg. #2103, Shark River Golf Course, Workshop
320 Old Corlies Ave Neptune NJ
Limited system off 1" domestic- 2 heads
- Bldg. #2104 Shark River G. C. Clubhouse
320 Old Corlies Ave Neptune NJ
Wet pipe system (fully suppressed system-52 heads)
- Bldg. #2303, Manasquan Reservoir, Maint. Bldg
239 Windler Rd. Howell, NJ
Limited system off of 1" domestic-2 heads
- Bldg. #2305, Manasquan Reservoir, Visitor Center
311 Windler Rd. Howell NJ
Dry pipe system (fully suppressed building w/**Fire Pump.**
Fire Pump Testing is Required as Part of this Contract)
- Bldg. #2308, Manasquan Reservoir, Environ. Center
331 Georgia Tavern Rd. Howell NJ
Limited system off of 1" domestic- 3 heads
- Bldg. #2405, Sunnyside Equestrian Center
628 Middletown-Lincroft Rd., Lincroft NJ
Dry pipe system (fully suppressed system)
- Bldg. #2667, Bayshore Waterfront Activity Center
719 Port Monmouth Rd., Port Monmouth, NJ
Wet pipe system (fully suppressed building)
- Bldg, #3001, Bel-Aire Golf Course, Golf Center
3108 Allaire Rd., Wall NJ
Limited system off of domestic-15 heads
- Bldg. #3801, Fort Monmouth Recreation Center
2566 Guam Lane, Tinton Fall, NJ
Wet pipe system (fully suppressed building)

INSPECTION AND TESTING OF FIRE PUMP

Manasquan Reservoir Visitor Center, Bldg 2305
311 Windler Rd., Howell, NJ

The Fire Pump test at Bldg. #2305 shall be performed at the time the building fire suppression system is tested and inspected.

- Annual testing of a fire pump shall be in accordance with the specified requirements listed in NFPA 20.
- The electric pump shall run a minimum of 10 minutes.
- The diesel pump shall run a minimum of 30 minutes.

TESTING AND INSPECTIONS OF POST INDICATOR VALVES

Each control valve should be operated annually through its full range and returned to its normal position. After all testing is complete, ensure that the valve is in the OPEN position and the handle is locked.

Bldg. #501, Thompson Park Visitor Center
Test and Inspect Post Indicator Valve

Bldg. #506, Thompson Park Acquisition & Design
Test and Inspect Post Indicator Valve

Bldg. #1177, Hartshorne Woods Park, Portland Place
Test and Inspect Post Indicator Valve

Bldg. #3801- Fort Monmouth Recreation Center
Test and Inspect Post Indicator Valve

Service #6 - Fire Doors and Dampers/Smoke Dampers

The inspections and testing of the Fire Doors, Fire Dampers, and Smoke Dampers shall be in compliance with the most recent New Jersey approved edition of NFPA 80.

LOCATION OF FIRE DOORS and DAMPERS:

Bldg. #2405 Sunnyside Equestrian Center, between Arena and Stall Area

- Arena- Raynor #3073 fire door, 8' x 8' opening- 2 fusible links -165 degrees

Bldg.#3801 Fort Monmouth Recreation Center

- Gym- Fire Damper 46" x 36" (1 fusible link)
- Mechanical Room #1- (2) Smoke Dampers in AHU ductwork
- Mechanical Room #2- (2) Smoke Dampers in AHU ductwork

Bldg. #2514 Charleston Springs Golf Center

- Lower Level- Fire damper (2)

Fire Door Testing: The rolling steel fire door shall be inspected and tested as per NFPA 80. Replace all fusible links. Make certain that the fusible link fire rating on the new fusible links is the same as existing.

Fire Damper Testing: Fire Dampers shall be tested as per NFPA 80. All fusible links shall be removed for testing to ensure full closure and lock-in-place, if so equipped. The fusible link shall be reinstalled after testing is complete. If the link is damaged or painted it shall be replaced with a link of the same size, temperature, and load rating.

Smoke Damper Testing-Smoke dampers shall be tested and inspected every 4 years as per NFPA 105 and NFPA 92A. Smoke dampers shall be actuated and cycled in accordance with NFPA 72. Where a fusible link is installed on a combination fire/smoke damper, the fusible link shall be removed for testing the damper for full closure, simulating a fire condition per the requirements of NFPA 80. Tests shall be conducted with normal HVAC airflow. The fusible link shall be reinstalled after testing is complete.

BIDDER'S CHECKLIST

BID #: 0010-24

(Owner's checkmarks)



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



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

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

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

<u> X </u>	Copy of NJ Business Registration Certificate for the bidder and subcontractors (if any)	_____
<u> X </u>	EEO/Affirmative Action Certificate	_____
<u> X </u>	References / List of previous and/or active relevant work	_____
<u> X </u>	Disclosure of Investment Activities in Iran	_____
<u> X </u>	Copy of Public Works Contractor Registration Act Certificate for the bidder and the designated subcontractors, effective on the date of bid, . prior to award of contract	_____
<u> X </u>	Fire Protection Equipment Contractor Certification	_____

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 INSPECTION, MAINTENANCE, REPLACEMENT,
INSTALLATION, AND REPAIRS OF VARIOUS FIRE EQUIPMENT TO THE
MONMOUTH COUNTY PARK SYSTEM, MONMOUTH COUNTY BOARD OF
RECREATION COMMISSIONERS, LINCROFT, NEW JERSEY.**

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

<u>ITEM</u>	<u>COST PER UNIT SERVICE</u>
1. Hour by hour rate for foreman	\$ _____
2. Hour by hour rate for technician	\$ _____
<u>TOTAL LUMP SUM PRICE</u>	\$ _____
Percent markup for parts & materials	_____ %

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

VARIANCE IF ANY: _____

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

CONTRACTOR NAME: _____

CONTACT PERSON: _____

SIGNATURE: _____

ADDRESS: _____

BUSINESS PHONE: _____ FAX NO.: _____

CELL PHONE NO.: _____ DATE: _____

E-MAIL ADDRESS: _____

FEDERAL TAX ID# OR SOCIAL SECURITY# _____

C A U T I O N

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

(N.J.S.A. 52:25-24.2)

The CONTRACTOR is (check one):

- Partnership Corporation Sole Proprietorship Limited Liability Partnership
- Limited Liability Corporation Limited Partnership
- Subchapter S Corporation Other, Please
List _____

I certify that:

- No individual person or entity owns a 10% or greater interest in the Contractor.

OR

The list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the Contractor. However if a parent entity holding 10% or more is a publicly traded entity, then the Contractor in complying with N.J.S.A. 52:25-24.2 may submit the name and address of each publicly traded entity, and the name and address of each person holding 10% or more beneficial interest in the publicly traded entity as of the last annual filing with the Security Exchange Commission (SEC), or foreign equivalent.

Name: _____ Address: _____

Name: _____ Address: _____

Name: _____ Address: _____

- Check here if additional sheets are attached.

NOTE: If an entity owns a 10% or greater interest in the Contractor, list all owners of 10% or greater interest for each such entity. Repeat the process of disclosure as necessary for each tier or level of ownership until the name and address of each individual person who owns a 10% or greater interest in each listed entity has been disclosed.

Publicly Traded Parent Company Disclosure:

Provide the Website (URL) providing the last annual Security Exchange Commission (SEC) filing, or foreign equivalent:

The requested information is available on the following page number(s) of the SEC, or foreign equivalent, filing:

CONTRACTOR _____

SIGNED BY: X _____

PRINT NAME & TITLE: _____

DATE: _____

(Corporate seal if a corporation)

NON-COLLUSION AFFIDAVIT

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

STATE OF _____) ss:

COUNTY OF _____)

Re: **FURNISHING AND DELIVERY OF INSPECTION, MAINTENANCE,
REPLACEMENT, INSTALLATION, AND REPAIRS OF VARIOUS FIRE
EQUIPMENT**
 (BID #0010-24)

I, _____ (name)

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

I am the _____ (title)

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

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

Signed: X _____

Subscribed and sworn to

before me this _____ day

of _____, 20__.

Notary Public of My commission expires _____, 20__.

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

ACKNOWLEDGMENT OF ADDENDA/CLARIFICATION

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

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

Vendor Name:

PS/Bid#:

Signature:

Name (Please Print):

Title:

Date:

EXHIBIT A

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

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

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

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

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

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

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

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

(Revised 2/2017)

EXHIBIT B

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

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

(Revised 2/2017)

EXHIBIT C

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

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

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

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

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

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

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

Goods and General Service Vendors

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

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

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

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

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

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

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

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

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

COMPANY: _____	SIGNATURE: _____
PRINT NAME: _____	TITLE: _____
DATE: _____	

REFERENCES

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

References:

1. Name of Project: _____

Address: _____

Description of Work: _____

Year Installed: _____

Name of Contact: _____

Phone Number of Contact: _____

2. Name of Project: _____

Address: _____

Description of Work: _____

Year Installed: _____

Name of Contact: _____

Phone Number of Contact: _____

3. Name of Project: _____

Address: _____

Description of Work: _____

Year Installed: _____

Name of Contact: _____

Phone Number of Contact: _____

4. Name of Project: _____

Address: _____

Description of Work: _____

Year Installed: _____

Name of Contact: _____

Phone Number of Contact: _____

Monmouth County Park System, 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: 0010-24 **Bidder / Respondent:** _____

Project Description: FURNISHING AND DELIVERY OF INSPECTION, MAINTENANCE, REPLACEMENT, INSTALLATION, AND REPAIRS OF VARIOUS FIRE EQUIPMENT

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: _____