

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

FURNISHING OF EXTERIOR PAINTING AND SERVICES

BID NO: #0070-22

ADVERTISED: WEDNESDAY, NOVEMBER 23, 2022

BIDS DUE: THURSDAY, DECEMBER 15, 2022 at 10:00AM

TO APPEAR IN PAPER: WEDNESDAY, NOVEMBER 23, 2022

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, December 15, 2022**, and then publicly read aloud for the following:

1. LICENSED MOTOR VEHICLES (BID #0069-22)
2. FURNISHING OF EXTERIOR PAINTING AND SERVICES (BID #0070-22)
3. FURNISHING AND DELIVERY OF TROPHIES, PLAQUES AND AWARDS (BID #0022-23)

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 at Thompson Park Headquarters. **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
James J. Truncer, Secretary-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 FD 50K 202 TRENTON, N.J. 08646-0252</small>
TAXPAYER NAME:	TRADE NAME:	
ADDRESS:	SEQUENCE NUMBER:	
EFFECTIVE DATE:	ISSUANCE DATE:	
		 Acting Director New Jersey Division of Revenue
<small>FORM-BRC(09-01)</small>		<small>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 OF EXTERIOR PAINTING AND SERVICES (BID#0070-22) hereafter**, referred to as the items.
- SCOPE:** The bidder is to furnish and deliver any or all items as called for in the specifications as instructed by the Agency.
- GENERAL:** The items shall be new and of the latest design. The items shall be furnished complete in every detail and ready for use when delivered to the Agency. Any item differing in minor details from these specifications may be considered, provided such differences are clearly noted and described in detail by the bidder and attached to the proposal and considered by the purchaser to be, in all essential respects in compliance with these specifications. If requested the bidder shall bring to the Agency, the items or a portion thereof, for a final inspection before the bid is awarded. The agency reserves the right to inspect manufacturing and warehouse facilities.
- EQUAL/TIE BIDS:** In the event of equal or tie bids, the agency reserves the right to award, at its discretion, to any one of the equal or tie bidders.
- PRICE DISCREPANCY:** If there is a discrepancy between the extended price and the unit price, the unit price shall prevail and the agency retains the right to recompute the extended price.
- The agency also retains the right to check tie addition of all extended prices regardless of whether or not there is a discrepancy between the extended prices and the unit price. If the total sum of the extended price is incorrect, as a result of the bidders faulty arithmetic calculations, the agency will substitute the correct price and inform the vendor of the change.
- GUARANTEE:** The bidder shall guarantee that the items and all its parts shall comply with this specification.
- PRODUCT:** Only manufactured and farm products of the United States wherever available, shall be used in the performance of the specifications.
- QUANTITY:** Quantities stated in the specifications are approximate quantities only, and the agency reserves the right to increase or decrease the quantities without increase or decrease in price.
- PROPOSAL FORM:** Prices are to be quoted for each item to be bid upon by bidder. The Board of Recreation Commissioners reserves the right to accept or reject any or all items listed on the proposal and to award the contract in whole or in part as deemed in the best interest of the Board of Recreation Commissioners.

SAMPLE CONTRACT

“**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 *{25th}* 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: James J. Truncer, Secretary-Director
Email: James.Truncer@co.monmouth.nj.us
Fax: 732-842-41628

with a copy to:

Michael P. Supko, Jr.
Special County Counsel
Archer & Greiner, P.C.
10 Highway 35
Red Bank, NJ 07701

To the Contractor: *{use info for person signing the contract}*:

*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. This paragraph is not intended to constrain the Contractor's ability to enter customary subcontracts for performing various portions of the contract services, and for furnishing equipment and materials, subject however to the Contractor's obligation to engage the designated subcontractors named in its proposal.
- 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) 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.

25) Prevailing Wage.

- a. The Contractor agrees to comply with the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) and the Regulations issued thereunder (N.J.A.C. 12:60-1.4 et seq.). An Official Wage Rate Determination for this project will be ordered by the Board and the State will assign a Confirmation Number to the Contractor. It is the sole responsibility of the Contractor to use this Confirmation Number to obtain the wage rates applicable to this project on the State's website.
- b. It is the Contractor's responsibility to pay its workers no less than the applicable prevailing wage rates that are in effect on the date that the contract is awarded. In the event it is found that any worker employed by the Contractor, or any subcontractor covered by this Contract, has been paid a rate of wages less than required to be paid, the Board may terminate the Contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages, and to prosecute the work to completion or otherwise. The Contractor and its sureties (if any) shall be liable to the Board for any excess costs occasioned thereby. The Contractor and its subcontractors must post the prevailing wage rates in prominent and easily accessible places at the site of the work or at such place or places as are used then to pay workers their wages. Before final payment is made to the Contractor, the Contractor and its subcontractors shall file written certification as to any unpaid wages, pursuant to N.J.S.A. 34:11-56.33.
- c. Pursuant to N.J.S.A. 34:11-56.38, no contract for public work may be awarded to any contractors or subcontractors (including any firm, corporation or partnership in which they have an interest) which are on the State's Prevailing Wage Debarment List. Accordingly, the Contractor agrees not to hire any subcontractors which are on this List.

IN WITNESS WHEREOF, the parties have signed this agreement.

MONMOUTH COUNTY BOARD
OF RECREATION COMMISSIONERS

{VENDOR NAME}

BY: _____
Kevin Mandeville, Chairman

BY: _____

ATTEST: _____
James J. Truncer, Secretary-Director

ATTEST: _____

DATE: _____

DATE: _____

RESOLUTION NO: _____

PURCHASE ORDER NO: _____

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

PUBLIC WORKS CONTRACTOR REGISTRATION ACT:

The Public Works Contractor Registration Act (P.L.1999, c238 as amended by P.L.2003, c91). No Contractor shall bid on any contract for public work as defined in section 2 of P.L. 1963, c.150 (C.34:11-56.26) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to P.L.1999, c238 (C.34:11-56.48 et seq.) at the time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to that act.

**SPECIFICATIONS FOR THE FURNISHING OF EXTERIOR PAINTING AND SERVICES FOR 2022
TO THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS
THE MONMOUTH COUNTY PARK SYSTEM, LINCROFT, N.J.**

INTENT: It is the intent of this specification to describe the proper preparation and painting of all new and existing surfaces such as wood, masonry, metal, etc. at the following locations:

LOCATIONS:

Proposal 1

Bldg. #2302 – Residence – Manasquan Reservoir
233 Windeler Road, Howell, NJ 07731
GPS Coordinates: Latitude 40.169972, Longitude -74.210611

Bldg. #2305 - Visitors Center - Manasquan Reservoir
311 Windeler Road, Howell, NJ 07731
GPS Coordinates: Latitude 40.171987, Longitude -74.203097

Bldg. #2306- Fire Pump House- Manasquan Reservoir
311 Windeler Road, Howell, NJ 07731
GPS Coordinates: Latitude 40. 171890, Longitude -74.202779

Bldg. #2307- Gate House-Manasquan Reservoir-
311 Windeler Road, Howell, NJ 07731
GPS Coordinates: Latitude 40.170480, Longitude -74.203909

Bldg. #1714 – Residence – Crosswicks Creek Park
91 Walnford Road, Allentown, NJ 08501
GPS Coordinates: Latitude 40.139404, Longitude -74.562739

Bldg.#1304-Residence- Hominy Hill Golf Course
84 Matthews Rd. Colts Neck, NJ 07722
GPS Coordinates: Latitude 40.269087, Longitude-74.201247

Proposal 2

Bldg #101 – Shelter Building – Shark River Park.
1101 School House Road, Wall, NJ. 07719
GPS Coordinates: Latitude 40.20547, Longitude -74.09443

Bldg #148 – Shed – Shark River Park.
1101 School House Road, Wall, NJ. 07719
GPS Coordinates: Latitude 40.2057, Longitude -74.0947

Bldg.# 226 – Shelter Building – Holmdel Park
44 Longstreet Road, Holmdel, NJ. 07733
GPS Coordinates: Latitude 40.368968, Longitude -74.185301

Bldg. #201 – Restroom Building – Holmdel Park
50 Longstreet Road, Holmdel, NJ. 07733
GPS Coordinates: Latitude 40.372471, Longitude -74.185423

Bldg. #222 – Farmhouse – Longstreet Farm
50 Longstreet Road, Holmdel, NJ. 07733
GPS Coordinates: Latitude 40.36912, Longitude -74.18271

Bldg. #218 – Out Kitchen- Longstreet Farm
50 Longstreet Road, Holmdel, NJ. 07733
GPS Coordinates: Latitude 40.369203, Longitude -74.182456

Bldg. #209- Wagon Shed – Longstreet Farm
50 Longstreet Road, Holmdel, NJ. 07733
GPS Coordinates: Latitude 40.369080, Longitude -74.183652

Bldg. #210 – Dutch Barn – Longstreet Farm
50 Longstreet Road, Holmdel, NJ. 07733
GPS Coordinates: Latitude 40.369134, Longitude -74.183795

Bldg. #211-Old Cow Barn- Longstreet Farm
50 Longstreet Road, Holmdel, NJ. 07733
GPS Coordinates: Latitude 40.369134, Longitude -74.183795

Bldg. #1801- Golf Center- Pine Brook Golf Course
1 Covered Bridge Blvd., Manalapan, NJ 07726
GPS Coordinates: Latitude 40.3262331, Longitude -74.3127889

Bldg. #2025-Shelter Bldg.- Dorbrook Recreation Area
353 County Rt. 537, Colts Neck, NJ 07722
GPS Coordinates: Latitude 40.301393, Longitude -74.137523

Proposal 3

Bldg. #1935 – Residence – Huber Woods Park
34 Browns Dock Road, Middletown, NJ. 07748
GPS Coordinates: Latitude 40.384685, Longitude -74.037310

Bldg. #1936 – 3 Car Pole Barn – Huber Woods Park
34 Browns Dock Road, Middletown, NJ. 07748
GPS Coordinates: Latitude 40.384980, Longitude -74.037581

Bldg. #1925- Barn- Huber Woods Park
766 Navesink River Rd, Middletown, NJ 07748
GPS Coordinates: Latitude 40.381231, Longitude -74.038149
* Driveway Entrance Not in Service, use Browns Dock Rd. Entrance

GENERAL REQUIREMENTS

1. SCOPE

- a. All bidders are required to visit the site and acquaint themselves with such conditions as actually exist. Failure to do so will in no way relieve the successful bidder, to whom a contract is awarded, of responsibility for furnishing all materials and performing all work required for completion of this contract in conformity with the specifications.
- b. The Contractor's employees and deliverymen shall use only those access roads and parking areas specified by the agency.
- c. The Contractor's employees shall be permitted to use such sanitary facilities as exist at the site, for the duration of the project. Care should be taken to keep these facilities clean. If facilities are not available, Contractors shall provide their own.
- d. The Contractor shall take care to protect the existing site and buildings, including shrubs, trees, flowers, ground cover, etc. Any item damaged during the execution of this contract shall be replaced or restored to the Owner's satisfaction at no cost to the Owner.
- e. The Contractor shall be required to take all necessary safety precautions to protect employees and the public at the work site in accordance with OSHA, State, Local and Owner requirements. In addition, all safety precautions noted on the manufacturers' product data sheets and labels shall be observed for both materials and equipment. The Owners will use the site during the performance of the contract.
- f. **Clean-up: At the end of each and every work day, remove empty cans, rubbish and paint debris from the job site. Requirement of daily cleanup will be enforced.**
- g. The Contractor will be permitted to use water and electric utilities if available, at the site. It is expected that the Contractor will take care not to waste power and water. The Owner will bear the cost of electricity and water consumed by the Contractor.

2. EXTERIOR PAINTING SPECIFICATIONS

- a. If instructions contained in this Specification, the Bid Documents or Painting Schedule are at variance with the paint manufacturer's instructions or the applicable standards and codes published by SSPC or OSHA, surfaces shall be prepared and paint applied to meet the higher standard, as determined by the Construction Inspector.
- b. The Contractor shall be responsible for requesting prompt clarification when instructions are lacking, conflicts occur in the specification and/or paint manufacturer's literature, or the procedure specified is not clearly understood. In the event the Contractor fails to resolve these conflicts, which may exist, he shall be responsible for handling the discrepancies in a manner as prescribed by the Construction Inspector at no additional cost to the Owner.
- c. The Contractor shall obtain, at his own expense, all permits, licenses and inspections, and shall comply with all laws, codes and ordinances promulgated by authorities having jurisdiction which may bear on the work.
- d. The Contractor shall be responsible for coordination of his work with other crafts and contractors working on the same job and with the Owner.
- e. Without restricting the general scope of this specification, the following items of work are included:

Shutters	Foundations
Wooden Screens	Decking
Wooden Storm Windows	Stairs
Siding	Masonry Chimney
Shingles	Windows (inc. windows inside of storm windows/or screens)
Door Sills	Trim
Doors	Masonry
Porches	Floors
Roof Cupolas	Ramps
Handrails (metal or wood)	
Dormer windows and trim	
Open porch walls, ceilings, columns, etc.	
Interior of screened in or glassed-in porch	
Interior side of all exterior doors (garage and side-hinged)	
Vestibules	

- f. All bidders shall be required to visit and inspect the sites prior to submitting their proposals.
- g. Substitutes - Any item different in minor detail from these specifications may be considered, providing 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.

- h. Guarantee - The bidder shall guarantee in writing that the contract work complies with this specification and shall remain free from defects of any kind as to material and workmanship for a period of one year from the date of final approval.
- i. Products - Only manufactured and farm products of the United States wherever available, shall be used in the performance of the specifications given.
- j. 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 part or whole, as deemed in the best interest of the Board of Recreation Commissioners.
- k. All work shall be conducted between 8:00 - 4:30 Monday through Friday only. No work on holidays.
- l. Special Considerations - Surfaces not to be painted shall be protected during cleaning and painting operations. All roof areas around and under areas being painted shall be covered up with a drop cloth to prevent paint from being spilled or splattered onto shingles. All shrubbery around the building shall be covered up with drop cloths when both scraping and painting. **Scraping debris and paint chips shall be collected in drop cloths and disposed of daily in order to prevent being deposited into shrubbery and/or the finish grade.** A standard sash brush shall be used when painting the windowsill and muntins. Extreme care shall be exercised in seeing that no paint gets onto the windows. Any excess paint on the glass shall be scraped off with a razor blade. All operable windows shall remain operable after painting. All storm windows and screens shall be removed so windows can be painted. All siding shall be caulked where it abuts wood trim at all corners and around all windows and doors, using an approved, paintable caulk.

All buildings shall first be cleaned by power washing with a solution of 1 pint liquid bleach to 1 gallon of water, surfaces then thoroughly cleaned off and allowed to dry, and the brushed and scraped with appropriate removers. Pressurized water cleaning at relatively low pressures (less than 2,000 psi) for large scale removal of existing paint from the wood. Care must be taken to avoid damage to the wood substrate by adjusting the nozzle, water pressure and stand-off distance as appropriate. Pressurized water cleaning requires extra caution to avoid forcing water into any gaps, vents or windows in the structure such that intrusion into the interior walls occurs. The cleaned wood surfaces must be thoroughly dry a minimum of 48 hours before applying any new paint.
- m. Prior to painting, all surfaces shall be inspected for compliance with the specified degree of surface preparation.
- n. Any wooden surfaces not found in sound condition, shall be removed and replaced. Any loose wood siding or trim shall be re-nailed or re-fastened to the substrate.

3. PAINT

- a. The term "Paint" as used herein shall include emulsions, enamels, oil paints, sealers, primers, stains, varnishes, and similar coatings. The contractor shall supply all paints and materials.
- b. Paint will be mixed to uniform consistency without creating air bubbles or foam. Avoid rigorous agitation or shaking. Make certain pigment does not remain on the bottom of the container.
- c. **There shall be no water added to the paint.**
- d. All colors shall be selected by the Owner. After scraping or sanding wood surfaces, all bare wood (except as noted in note "e" below) areas that are to be painted shall get primed with Benjamin Moore Moorcraft Super Spec Latex Exterior Primer 169, unless otherwise specified by the top coat paint manufacturer. Primer may be tinted if finish coat is other than white. Each successive coat of paint or stain shall be applied only when the previous coat is completely dry.
- e. For woods with water-soluble extractives, such as cedar and redwood, use an oil-based primer or a stain blocking acrylic primer formulated to seal in the extractives. Also use a stain-blocking primer on any knots.
- f. When completely dry (24-hour period), each surface shall receive two (2) coats of the specified exterior paint, or where stain is to be used, two (2) coats of the specified exterior stain, unless otherwise specified.
- g. All previously painted wood surfaces in sound condition, (no peeling, cracks, blisters, or chalking), after being cleaned and scraped, shall be painted with two (2) coats of the specified paint.
- h. On masonry surfaces that have chalking present, one (1) coat of Benjamin Moore's Acrylic Masonry Sealer 066 "White" shall first be applied. Prime all new, unpainted masonry and any bare masonry surface exposed as a result of power washing and scraping with Benjamin Moore High Build Acrylic Masonry Primer 068.
- i. All previously painted masonry surfaces shall have two (2) coats of acrylic paint.
- j. All metal surfaces shall be washed with a solution of TSP, following manufacturer's instructions, to remove dirt and grease before painting. Remove rust, loose mill and scale. Any bare metal or areas exhibiting rust shall be wire brushed or sandpapered clean and spot primed with Benjamin Moore Super Spec HP Universal Metal Primer KPO7 prior to painting. Gloss surfaces shall be sanded and cleaned prior to painting. Primer must be applied the same day as the surface is prepared.
- k. All metal surfaces, after being primed, should receive two (2) coats of the specified paint.
- l. All concrete and masonry surfaces shall be thoroughly cleaned of all curing compounds, efflorescence and chalk. Do not paint surfaces if moisture content is greater than 12%.

- m. All porches, decks, doorsills and floors after being properly prepared, shall receive one (1) coat of Exterior Primer if necessary and two (2) coats of Benjamin Moore Latex Floor and Patio Enamel or other specified paint. All unpainted pressure treated wood is to be primed first with Benjamin Moore Super Spec Exterior Alkyd Primer (#176). Skid-TEX, or other approved non-slip additive shall be mixed in and applied with the first coat on all exterior steps, ramps, landings or decking.
- n. Each surface coating may be applied in a different tint of color or shade from the preceding coat to aid determining the uniformity and coverage of the coating. Provide sufficient difference in shade of undercoats to distinguish each separate coat.
- o. The owner may direct the Contractor to stop painting if material being used does not comply with the specifications. The Contractor shall remove non-complying paint from the site, and repaint surfaces with the approved specified paint.

4. DELIVERY CONDITION

- a. All coating material shall be delivered to the job site in the original and unopened containers, plainly marked with the proper designation of the product and batch codes, as well as the name of the manufacturer. All coating materials at the job site shall be subject to inspection by the Construction Inspector.
- b. Provide an unopened can of paint for each color of finish coat paint.

5. STORAGE AND WORK AREA

- a. All painting materials shall be stored in a clean, dry, well-ventilated place, protected from sparks, flame, direct rays of the sun, and excessive heat or cold. The Contractor shall be solely responsible for the protection and safety of the materials stored by him at the job sites.
- b. It shall be the contractor's responsibility to maintain a neat and orderly area for work and for storage of rags and waste materials, tools and equipment. All cleaning rags and waste materials shall be deposited in metal containers having tight fitting covers. All refuse must be removed from the site and properly disposed of at the end of each day.
- d. There shall be at least one fully charged, minimum 10 lb. multipurpose (ABC) fire extinguisher on site at all times. It shall be in an accessible, visible location at all times. All workers shall be instructed in the use of fire extinguishers.
- e. There is ABSOLUTELY NO SMOKING WITHIN THE PARK SYSTEM.

6. WORKMANSHIP

- a. **The preferred method of application is by brush.** The use of rollers should be limited. Where applied by roller, paint should be gone over with a brush, evenly spread and smoothed out without sags. Workmanship must be uniform and of the highest quality. Skilled painters shall be employed. NO SPRAYING ALLOWED UNDER ANY CIRCUMSTANCES

- b. All surfaces shall be thoroughly dry and at a temperature of at least 50 F before applying paint and for 24 hours after applying paint. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F
Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
1. Concrete: 12 percent
 2. Masonry (Clay and CMU): 12 percent.
 3. Wood: 18 percent.
 4. Portland Cement Plaster: 12 percent.
 5. Gypsum Board: 12 percent.
- Failure to have surfaces verified for moisture content will result in rejection of applied coats. There must be a minimum of 48 hours after powerwashing before priming or painting. No painting shall be done during, or immediately following rain, or during foggy weather. The Construction Inspector may test the moisture content after it rains. Only surfaces with a moisture content no greater than 18% will be approved for painting. Do not paint in dampness or over moisture. If rain is forecasted, painting work should cease, allowing a suitable amount of time for the new paint to dry.
- c. All blisters, scales, or peeling areas shall be wire brushed or scraped and primed before painting. All knots and pitch streaks shall be scraped or sanded, and coated with shellac or a stain-blocking primer.
- d. Glossy surfaces shall be sanded and cleaned before painting.
- e. All nail holes, cracks, gouges, carpenter bee holes, small openings in wood and spaces between boards shall be cleaned, filled with an approved exterior-use caulk or wood filler (sanded when dry), prior to painting.
- f. All open joints, cracks, or seam edges shall be sealed with an approved sealant. Only approved sealants will be allowed. Sealants shall be applied over primed surfaces only.
- g. On wood windows, doors and shutters, seal top and bottom edges with primer. Fill nail holes or other holes as above. Apply primer and (2) finish coats.
- h. **All broken and cracked windows and door glass shall be replaced and glazed, using an approved glazing compound, before painting. Prime bare wood on doors and windows with an oil based primer before glazing.**
- i. All loose or missing putty in windows and doors shall be replaced prior to repainting, after priming window frames with oil-based primer and allowing them to dry. Glazing shall be an approved latex glazing compound. Caulk used for glazing is not acceptable. Allow the glazing to set up a minimum of 24 hours before applying the two finish coats.
- j. If any surface cannot be put into proper condition for finishing by normal preparation procedures, including cleaning, sanding, and puttying, the Contractor shall immediately notify the Construction Inspector of the situation. Failure to do so will place responsibility for any unsatisfactory finish on the Contractor.
- k. Surfaces that cannot be satisfactorily covered by the number of coats specified shall have additional coats as required to produce a satisfactory result at no additional costs to Owner.

- .. l. At least twenty-four (24) hours shall be allowed between the applications of successive coats.
- m. Finished surfaces shall be of solid, uniform color and texture, free from drips, runs, discolorations, and other defects.
- n. All completed coats must be inspected and approved by the Construction Inspector. **The painter shall not proceed with a successive coat until the previous coat has been approved, and all unsatisfactory conditions have been corrected.**
- o. All materials used in the completion of this job shall be exactly as specified in brand and quality. All procedures and methods of application shall be executed exactly as specified. No claims by the Contractor as to suitability or unavailability of any material or procedure specified, or the inability to produce satisfactory work because of materials or conditions, will be entertained unless such claims are made in writing and submitted with the bid.
- p. The Contractor shall use skilled painters-experienced in painting system applications similar in material and scope of this project, with a record of successful performance.

7. PRE-BID INSPECTION

Bidders are expected to examine existing conditions at the project sites that will bear on the proposed work. Failure to do so will in no way excuse the successful bidder from completing the work as per the contract. Please contact Kevin Matthews at (732) 842-4000 ext. 3357 with any questions.

8. SPECIAL CONDITIONS:

1. Bldg. #2302 – Residence – Manasquan Reservoir

Included in Contract: The body of this residence is to have two coats of the specified stain applied; the trim is to be painted. Power washing is permitted, with certain restrictions, The cedar siding is soft, extreme care is to be used as not to damage the siding during cleaning. Application of the specified cleaning solution is to be done using a pump sprayer with a cone shaped tip – not a power washer. A power washer can be used to rinse the surfaces, set at no more than 1,000 psi and with a 40- or 25-degree fan shaped tip. Adjust the water pressure and the distance from the wall surfaces to make sure the siding is not scoured or damaged. Scrubbing with a stiff brush maybe required for stained areas. Any wood fuzz is to be lightly sanded if caused by the cleaning procedure. See page 11 for coating selections

2. Bldg. #2305 – Visitors Center – Manasquan Reservoir:

Included in Contract: The body of this building is to have two coats of the specified stain, the doors are to be painted, any lettering on the doors are not to be painted over. Power washing is permitted, with certain restrictions, The cedar siding is soft, extreme care is to be used as not to damage the siding. Application of the specified cleaning solution is to be done using a pump sprayer with a cone shaped tip – not a power washer. A power washer can be used to rinse the surfaces, set at no more than 1,000 psi and with a 40- or 25-degree fan shaped tip. Adjust the water pressure and the distance from the wall surfaces to make sure the siding is not scoured or damaged. All the guard railing, stair railing, stair stringers, (Including attached siding boards) treads and walking ramp are included in this contract is to be stained. The roof top dormer and chimney chase are included in this contract. Great care is required when washing the roof top chimney and dormer as not to discolor the roof shingles.

Note: This building has a high volume of visitors, coordination with the park personnel is a requirement, as to not restrict the public to access the building interior during the painting process. When painting the doors, do not paint over the existing lettering.
See page 11 for coating selections and cleaners

3. Bldg.-#2306- Fire Pump House– Manasquan Reservoir

Included in Contract: The body of this building is to have two coats of the specified stain applied, the doors are to be painted, any lettering on the doors are not to be painted over. Follow the procedure stated for Bldg.#2305.
See page 11 for coating selections

4. Bldg #2307 – Gate House – Manasquan Reservoir

Included in Contract: The body of this building is to have two coats of the specified stain applied, the doors are to be painted, the soffit is to be painted white matching existing, any lettering on the doors are not to be painted over.
Follow the procedure stated for Bldg.#2305.
See page 11 for coating selections.

5. Bldg #1714 – Residence – Crosswicks Creek Park

Included in Contract: Remove shutters, and paint siding and trim behind; paint both sides of the shutters. Removal and replacement of the shutters is the responsibility of the contractor if the shutters need repair, they are not to be replaced. The repair or replacement of the shutters will be the responsibility of the MCPS.
See page 11 for color selections.

6. Bldg#1304- Residence- Hominy Hill Golf Course

Included in Contract: Remove shutters, and paint siding and trim behind; paint both sides of the shutters. Removal and replacement of the shutters is the responsibility of the contractor if the shutters need repair, they are not to be replaced. The repair or replacement of the shutters will be the responsibility of the MCPS.
See page 11 for color selections.

7. Bldg. #101- Shelter Building – Shark River Park

Included in Contract: The 11 removable wall panels are included in the contract, if removed from the building at the time of painting, they will be located in a nearby storage building. It is the contractor's responsibility to bring the panels out of the storage building for the required paint coating and return them to the storage building. The underside of the roof deck ceiling, support posts, trusses, HVAC ducts and grills, the electric meter pan and electric disconnect panel, and the fireplace mantle is to be painted. Both sides of the privacy panels are included in the contract. All exposed rust on doors and hardware is to be wire brush removed and sanded and properly primed with Benjamin Moore Super Spec HP Universal Metal Primer KPO7. The chimney is to be sealed with a masonry sealer.
See page 12 for color selections.

8. Bldg.# 148 – Shed – Shark River Park

Included in Contract: This building was previously coated with a stain/sealant. After power washing, the siding may require sanding to remove the residual coating. It is to be primed, then painted, matching Bldg.#101
See page 12 for color selections.

9. Bldg #226 – Shelter Building – Holmdel Park

Included in Contract: The 18 removable wall panels are included in the contract, if removed from the building at the time of painting, they will be located in a nearby storage building. It is the contractor's responsibility to bring the panels out of the storage building for the required paint coating and return them to the storage building. The bollards at the fuel tank and serving stairs are included in the contract.
See page 12 for color selections.

10. Bldg. #201-Restroom Building-Holmdel Park

Included in Contract: The metal guard rail and handrail is to be painted. The exterior brick is to be sealed with a masonry sealer.
See page 12 for material selections.

11. Bldg. #222-Farmhouse-Longstreet Farm

For this building only, replacement of cracked glass panels in doors and windows is not required. Gutters and leaders are NOT to be painted. All leaders are to be covered to prevent paint from inadvertently being brushed or dripped on them.
Remove all shutters, and paint siding and trim behind, paint both sides of the shutters. Removal and replacement of the shutters is the Contractor's responsibility.
Contract includes the fence enclosure at the rear of the building. (North Side)
See page 12 for material selections

12. Bldg.# 218-Out Kitchen-Longstreet Farm

The masonry chimney is to be coated with a masonry sealer.
See page 13 for material selections

13. Bldg. #209-Wagon Shed- Longstreet Farm

This building is part of an active farm, coordination with the farm staff will be necessary during this painting process. A barrier may be needed as a separation from the public.
See page 14 for material selections

14. Bldg. #210-Dutch Barn-Longstreet Farm

This building is part of an active farm, coordination with the farm staff will be necessary during this painting process. A barrier may be needed as a separation from the public.

See page 14 for material selections

15. Bldg. #211- Old Cow Barn-Longstreet Farm

This building requires only the gutters to be coated with specified paint.

See page 14 for material selections

16. Bldg. #1801- Golf Center- Pine Brook Golf Center

Included in Contract: the roll-up doors and the adjacent ceiling on the East side, 2 bollards on the north side of the building next to the gas meter

See page 14 for color selections.

17. Bldg. #2025-Shelter Bldg.- Dorbrook Recreation Area

Included in the contract: the inside of the vending machine room; the inside of the equipment storage and tool storage rooms. The columns are not to be painted.

See page 14 for color selections.

18. Bldg. #1935-Residence-Huber Woods Park

See page 15 for material selections

19. Bldg. #1936-3 Car Pole Barn-Huber Woods Park

See page 15 for material selections

20. Bldg. #1925- Barn- Huber Woods Park

See page 15 for material selections

9. METHOD OF AWARD

Each proposal shall be awarded individually based on the “LOWEST LUMP SUM BID”

10. 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

MINIMUM 24 HOURS BETWEEN COATS- EACH COAT MUST BE INSPECTED AND APPROVED BY THE CONSTRUCTION INSPECTOR BEFORE APPLYING A SUCCESSIVE COAT. FAILURE TO DO SO WILL RESULT IN REJECTION OF THAT COAT.

NOTE: EACH SURFACE SHALL RECEIVE TWO COATS OF THE SPECIFIED PAINT OR STAIN, UNLESS OTHERWISE STATED BELOW:

PAINT COLORS:

Building #2302 – Residence – Manasquan Reservoir

(Body) Sherwin Williams Water Borne WoodScapes Semi-Transparent Exterior Stain,

“Banyan Brown” #3522

(Trim) Benjamin Moore MoorGlo 096 “Super White”

(Windows) Benjamin Moore MoorGlo 096 “Super White”

(Trim Face on Garage Doors) Benjamin Moore MoorGlo 096 “Super White”

(All Doors) Benjamin Moore MoorGlo 096 “Super White”

Building #2305 – Visitors Center – Manasquan Reservoir

(Body) Sherwin Williams Water Borne WoodScapes Semi-Transparent Exterior Stain,

“Banyan Brown” #3522

(All Doors) Benjamin Moore MoorGlo 096 “Tudor Brown” #62

(Stair Treads and Walking Ramp) Sherwin Williams Water Borne Semi Transparent “Super Deck”

“Banyan Brown” #3522

Building #2306-Fire Pump House-Manasquan Reservoir

(Body) Sherwin Williams WoodScapes Semi-Transparent Exterior Stain,

“Banyan Brown” #3522

(All Doors) Benjamin Moore MoorGlo 096 “Tudor Brown” #62

(Soffit) Benjamin Moore MoorGlo 096 “Super White”

Building #2307-Gate House-Manasquan Reservoir

(Body) Sherwin Williams WoodScapes Semi-Transparent Exterior Stain,

“Banyan Brown” #3522

(Door) Benjamin Moore MoorGlo 096 “Tudor Brown” #62

(Soffit) Benjamin Moore MoorGlo 096 “Super White”

Building #1714 – Residence – Crosswicks Creek Park

- (Body) Benjamin Moore MoorGlo 096 “Royal Silk” Semi-Gloss
- (Trim) Benjamin Moore MoorGlo 096 “Royal Silk” Semi-Gloss
- (Windows) Benjamin Moore MoorGlo 096 “Royal Silk” Semi-Gloss
- (All Doors) Benjamin Moore MoorGlo 096 “Palladian Blue” Semi-Gloss
- (Shutters) Benjamin Moore MoorGlo 096 “Williamsburg Stone” Semi-Gloss
- (Porch Floors) Benjamin Moore MoorGlo 096 “Cole Stone” Semi-Gloss
- (Porch Ceiling) Benjamin Moore MoorGlo 096 “Palladian Blue” Semi-Gloss
- (Foundation Walls and Chimneys) Benjamin Moore MoorGlo 096 “Palladian Blue” Semi-Gloss

Building #1304-Residence- Hominy Hill Golf Course

- (Body) Benjamin Moore MoorGlo 096 “Super White”
- (Trim) Benjamin Moore MoorGlo 096 “Super White”
- (Shutters) Benjamin Moore MoorGlo 096 “Chrome Green” #41
- (Foundation) Benjamin Moore MoorGlo 096 “Platinum Gray”

Building #101-Shelter Building-Shark River Park

- (Body) Benjamin Moore MoorGlo 096 “Charleston Brown” #66
- (Trim) Benjamin Moore MoorGlo 096 “Charleston Brown” #66
- (Doors) Benjamin Moore MoorGlo 096 “Charleston Brown” #66
- (Windows) Benjamin Moore MoorGlo 096 “Charleston Brown” #66
- (Posts and Boxed Beams) Benjamin Moore MoorGlo 096 “Charleston Brown” #66
- (Removable Wall Panels, both sides) Benjamin Moore MoorGlo 096 “Charleston Brown” #66
- (Interior of the Building, including rafters, 2x8 collar ties and hangers, log siding, ductwork, doors, wall registers) Benjamin Moore MoorGlo 096 “Charleston Brown” #66
- (Chimney) Thompson’s Water Seal, Water proofer Plus Masonry Protector

Building #148-Shed Building-Shark River Park

- (Body) Benjamin Moore MoorGlo 096 “Charleston Brown” #66
- (Trim) Benjamin Moore MoorGlo 096 “Charleston Brown” #66
- (Doors) Benjamin Moore MoorGlo 096 “Charleston Brown” #66
- (Windows) Benjamin Moore MoorGlo 096 “Charleston Brown” #66
- (Primer) Benjamin Moore Moorcraft Super Spec Latex Exterior Primer 169
- (Chimney) Masonry Sealer

Building #226-Shelter Building-Holmdel Park

(Body, exterior) Benjamin Moore MoorGlo 096 “Marsh Brown” #2164-20
(Trim, exterior) Benjamin Moore MoorGlo 096 “Marsh Brown” #2164-20
(Interior) Benjamin Moore MoorGlo 096 “Crown Point Sand” #HC 90
(Metal Doors and Frames) Benjamin Moore MoorGlo 096 “Cushing Green” #HC 125
(Stairs at the Oil Tank) Benjamin Moore MoorGlo 096 “Marsh Brown” #2164-20
(Bollards) Benjamin Moore Urethane Alkyd Enamel M22 “Safety Yellow” #15
(Chimney) Masonry Sealer

Building #201-Restroom Building-Holmdel Park

(Trim) Benjamin Moore MoorGlo 096 “Super White”
(Doors) Benjamin Moore MoorGlo 096 “Super White”
(Windows) Benjamin Moore MoorGlo 096 “Super White”

Building #222 – Farmhouse – Historic Longstreet Farm

(Body) Benjamin Moore MoorGlo 096 “Dove Wing” #960
(Trim) Benjamin Moore MoorGlo 096 “Dove Wing” #960
(Back and Front Doors on Main House) Do Not Paint – MCPS to finish these two doors
(Cellar and Kitchen Doors) Benjamin Moore Impervex High Gloss Enamel 309
Basking Ridge Beige” #1158
(Windows) Benjamin Moore MoorGlo 096 “Dove Wing” #960
(Shutters and Porch Lattice) Benjamin Moore Impervex High Gloss Enamel 309 “Chrome Green”#41
(Porch Lattice Frame) Benjamin Moore MoorGlo 096 “Dove Wing” #960
(Chimneys) Benjamin Moore MoorGlo 096 “Dove Wing” #960
(Chimney Tops and Foundation) Benjamin Moore MoorGlo 096 “Cottage Red” #22
(Front Porch Deck, Threshold and Stair Treads; Kitchen Porch Deck; Back Porch Deck, Threshold
and Stair Tread; Covered Side Porch Deck and Threshold) Benjamin Moore Latex Floor and Patio
Enamel “Gray Timberwolf #2126-50
(Stair Risers) Benjamin Moore MoorGlo 096 “Dove Wing” #960
(Shutter Dogs) Benjamin Moore Impervex High Gloss Enamel 309 “Black” #80

Building #218 – Out Kitchen – Historic Longstreet Farm

(Body) Benjamin Moore MoorGlo 096 “Dove Wing” #960

(Trim) Benjamin Moore MoorGlo 096 “Dove Wing” #960

(Doors) (Front & Back) Benjamin Moore MoorGlo 096 “Dove Wing” #960

(Windows) Benjamin Moore MoorGlo 096 “Dove Wing” #960

Building #209- Wagon Shed – Longstreet Farm

Contractor is to have benchmark paint samples pre-approved by the Owner prior to purchasing paint for the entire building

(Body) Benjamin Moore MoorGlo 100% Acrylic House and Trim Paint N096 (Semi-Gloss)

“Tilley Brown-2” 096 5A (Base)

OY 30.25

BK 29.00

RD 15.19

GY 5.25

WH 8.00

(Trim) Benjamin Moore MoorGlo 100% Acrylic House and Trim Paint N096 (Semi-Gloss)

White – Munsell #5Y 9/0.5 – to match the existing

Building #210 – Dutch Barn – Longstreet Farm

Colors are the same as Bldg. #209

Building #211- Old Cow Barn-Longstreet Farm

Coating for the gutters: Acrymax A-F130 BC “Concrete Grey”

Building # 1801-Golf Center- Pine Brook Golf Course

(Upper Gable) Benjamin Moore MoorGlo 096 (matching Sherwin Williams SW 6208 Pewter Green)

(Body) Benjamin Moore MoorGlo 096 (matching Sherwin Williams SW 6206 Oyster Bay)

(Trim) Benjamin Moore MoorGlo 096 (matching Sherwin Williams SW 7571 Casa Blanca)

(Columns and Bases) Benjamin Moore MoorGlo 096 (owner to choose color)

Building #2025-Shelter Bldg.-Dorbrook Recreation Area

(Body) Benjamin Moore MoorGlo 096 “Super White”

(Trim) Benjamin Moore MoorGlo 096 “Super White”

(Doors) Benjamin Moore MoorGlo 096 “Super White”

Building #1935 – Residence – Huber Woods Park

(Body) Benjamin Moore MoorGlo 096 “Cottage Red”

(Trim) Benjamin Moore MoorGlo 096 “Super White” #41

(Doors) Benjamin Moore MoorGlo 096 “Super White”

(Windows) Benjamin Moore MoorGlo 096 “Super White”

(Porch Decks, Treads, Risers and Door Thresholds, if previously painted),

Benjamin Moore MoorGlo 096 “Gray” #70

Building #1936 – Pole Barn – Huber Woods Park

(Body) Benjamin Moore MoorGlo 096 “Cottage Red”

(Trim) Benjamin Moore MoorGlo 096 “Super White” #41

Building #1925-Barn- Huber Woods Park

(Body) Benjamin Moore MoorGlo 096 “Adagio” #1593

(Trim) Fascia & Soffit: Benjamin Moore MoorGlo 096 “Adagio” #1593”

(Doors) Benjamin Moore MoorGlo 096 “Adagio” #1593”

(Front Door-Panels) Benjamin Moore MoorGlo 096 “Adagio” #1593

(Windows Above Grade) Benjamin Moore MoorGlo 096 “Super White”

(Windows Below Grade) Benjamin Moore MoorGlo 096 “Adagio” #1593”

(Stairs, Balusters, Stringers) Benjamin Moore MoorGlo 096 “Adagio” #1593”

(Foundation and Masonry Ramp) Benjamin Moore MoorGlo 096 “Adagio” #1593

BIDDER'S CHECKLIST

BID #: 0070-22

(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>	Copy of EEO/Affirmative Action Certificate	_____
<u> X </u>	References / List of previous and/or active relevant work	_____
<u> X </u>	Copy of Public Works Contractor Registration Act Certificate for the bidder and subcontractors, valid on the date of the bid	_____
<u> X </u>	Disclosure of Energy Sector Investment Activities in Iran	_____

THE UNDERSIGNED BIDDER HEREWITH SUBMITS THE ABOVE REQUIRED DOCUMENTS:

PRINT NAME OF BIDDER: _____

SIGNED BY: _____

PRINT NAME AND TITLE: _____

DATE: _____

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

SUBMITTED BY: _____

(Company Name)

PROPOSAL # 1

FURNISHING OF EXTERIOR PAINTING AND SERVICES

TO THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS
THE MONMOUTH COUNTY PARK SYSTEM, LINCROFT, N.J.

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

ITEM	DESCRIPTION	AMOUNT
1	Bldg. #2302 – Residence – Manasquan Reservoir 233 Windeler Road, Howell, NJ 07731	\$ _____
2	Bldg. #2305 - Visitors Center - Manasquan Reservoir 311 Windeler Road, Howell, NJ 07731	\$ _____
3	Bldg. #2306- Fire Pump House- Manasquan Reservoir 311 Windeler Road, Howell, NJ 07731	\$ _____
4	Bldg. #2307- Gate House-Manasquan Reservoir 311 Windeler Road, Howell, NJ 07731	\$ _____
5	Bldg. #1714 – Residence – Crosswicks Creek Park 91 Walnford Road, Allentown, NJ 08501	\$ _____
6	Bldg.#1304-Residence- Hominy Hill Golf Course 84 Matthews Rd. Colts Neck, NJ 07722	\$ _____
TOTAL LUMP SUM		\$ _____

PLEASE NOTE: 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# _____

SUBMITTED BY: _____

(Company Name)

PROPOSAL # 2

FURNISHING OF EXTERIOR PAINTING AND SERVICES

TO THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS
THE MONMOUTH COUNTY PARK SYSTEM, LINCROFT, N.J.

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

ITEM	DESCRIPTION	AMOUNT
1	Bldg. #101 – Shelter Building – Shark River Park. 1101 School House Road, Wall, NJ. 07719	\$ _____
2	Bldg. #148 – Shed – Shark River Park. 1101 School House Road, Wall, NJ. 07719	\$ _____
3	Bldg.# 226 – Shelter Building – Holmdel Park 44 Longstreet Road, Holmdel, NJ. 07733	\$ _____
4	Bldg. #201 – Restroom Building – Holmdel Park 50 Longstreet Road, Holmdel, NJ. 07733	\$ _____
5	Bldg. #222 – Farmhouse – Longstreet Farm 50 Longstreet Road, Holmdel, NJ. 07733	\$ _____
6	Bldg. #218 – Out Kitchen- Longstreet Farm 50 Longstreet Road, Holmdel, NJ. 07733	\$ _____
7	Bldg. #209- Wagon Shed- Longstreet Farm 50 Longstreet Road, Holmdel, NJ. 07733	\$ _____
8	Bldg. #210 – Dutch Barn – Longstreet Farm 50 Longstreet Road, Holmdel, NJ. 07733	\$ _____
9	Bldg. #211- Old Cow Barn-Longstreet Farm 50 Longstreet Road, Holmdel, NJ. 07733	\$ _____
10	Bldg. #1801- Golf Center- Pine Brook Golf Course 1 Covered Bridge Blvd., Manalapan, NJ 07726	\$ _____
11	Bldg. #2025-Shelter Bldg.-Dorbrook Recreation Area 353 County Rt. 537, Colts Neck, NJ 07722	\$ _____
TOTAL LUMP SUM		\$ _____

Proposal #2 (proposal page continued)

PLEASE NOTE: 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# _____

SUBMITTED BY: _____

(Company Name)

PROPOSAL # 3

FURNISHING OF EXTERIOR PAINTING AND SERVICES

TO THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS
THE MONMOUTH COUNTY PARK SYSTEM, LINCROFT, N.J.

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

ITEM	DESCRIPTION	AMOUNT
1	Bldg. #1935 – Residence – Huber Woods Park 34 Browns Dock Road, Middletown, NJ. 07748	\$ _____
2	Bldg. #1936 – 3 Car Pole Barn – Huber Woods Park 34 Browns Dock Road, Middletown, NJ. 07748	\$ _____
3	Bldg. #1925- Barn- Huber Woods Park 766 Navesink River Rd, Middletown, NJ 07748	\$ _____
TOTAL LUMP SUM		\$ _____

PLEASE NOTE: N.J TAX EXEMPTION NO. 69-0220842

VARIANCE IF ANY: _____

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

CONTRACTOR NAME: _____

CONTACT PERSON: _____

SIGNATURE: _____

ADDRESS: _____

BUSINESS PHONE: _____ FAX NO.: _____

CELL PHONE NO.: _____ DATE: _____

E-MAIL ADDRESS: _____

FEDERAL TAX ID# OR SOCIAL SECURITY# _____

CAUTION

REGARDING STATEMENT OF OWNERSHIP

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

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

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

STATEMENT OF OWNERSHIP

(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 OF EXTERIOR PAINTING AND SERVICES (BID #0070-22)

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

Addenda or Clarification # _____ Date Received: _____
Addenda or Clarification # _____ Date Received: _____
Addenda or Clarification # _____ Date Received: _____

Vendor Name: _____

PS/Bid #: _____

Signature: _____

Name (Please Print): _____

Title: _____

Date: _____

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: Bid #0070-22 **Bidder / Respondent:** _____

Project Description: FURNISHING OF EXTERIOR PAINTING AND SERVICES

PART 1 – CERTIFICATION – CHECK THE APPROPRIATE BOX:

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

OR

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

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

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

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

Relationship to Bidder / Respondent: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

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

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

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

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

Full Name (Print) _____ Signature: _____

Title: _____ Date: _____

EXHIBIT A

MANDATORY 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: _____