

**BOARD OF RECREATION COMMISSIONERS
COUNTY OF MONMOUTH
NEW JERSEY**

**FURNISH, DELIVER, AND INSTALLATION OF MULTI HEAT PUMP AIR
CONDITIONING SYSTEM AND 2 HEAT PUMP AIR HANDLERS WITH 5KW ELECTRIC
HEATERS FOR HISTORICAL SERVICES BUILDING #541, HOLMDEL, NJ**

BID No: #0074-22

BID ADVERTISED: WEDNESDAY, DECEMBER 28, 2022

BID DUE: WEDNESDAY, JANUARY 18, 2023 AT 10:00 AM



Prepared By:

Monmouth County Park System
805 Newman Springs Road
Lincroft, New Jersey 07738
(732)-842-4000

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MONMOUTH COUNTY
NOTICE TO BIDDERS

ADVERTISED DATE: **WEDNESDAY, DECEMBER 28, 2022**

TAKE NOTICE that sealed Bids for a proposed Contract for the project known as **FURNISH, DELIVER, AND INSTALLATION OF MULTI HEAT PUMP AIR CONDITIONING SYSTEM AND 2 HEAT PUMP AIR HANDLERS WITH 5KW ELECTRIC HEATERS FOR HISTORICAL SERVICES BUILDING, #541, HOLMDEL, NJ (BID #0074-22)** will be publicly received, opened and read aloud by the Purchasing Agent for the Monmouth County Board of Recreation Commissioners, at the Monmouth County Park System Headquarters, Thompson Park, 805 Newman Springs Road, Lincroft, New Jersey on **WEDNESDAY, JANUARY 18, 2022** at **10:00 AM** prevailing time.

PRE-BID INSPECTION. A voluntary walk-through will be held on **Wednesday, January 4, 2023 at 9:00 am.** at job site location. This is a voluntary walk - through to allow the bidders to familiarize themselves with the premises.

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

STATUTORY REQUIREMENTS. The successful Bidder will be required to comply with P.L. 1975 c.127 (N.J.A.C. 17:27) “Affirmative Action,” (42 U.S.C.512101 et seq) "American with Disabilities Act,” N.J.S.A. 40A:11-16 “Designated Subcontractors” Chapter 150 of New Jersey Laws of 1963 “Prevailing Wages,” “The Public Works Contractor Registration Act” (P.L.1999, s.238, as amended by P.L.2003, c.91), New Jersey State Business Registration (N.J.S.A. 52:32-44), and all other laws and regulations that apply to bidding and the performance of the proposed Contract.

FORM OF BID. Bids must be made using the Proposal Form that is provided in these Bidding Documents, or on copy machine reproductions thereof. Each delivered Bid must be enclosed in a sealed opaque envelope bearing the prominent notations **"Bid Proposal for FURNISH, DELIVER, AND INSTALLATION OF MULTI HEAT PUMP AIR CONDITIONING SYSTEM AND 2 HEAT PUMP AIR HANDLERS WITH 5KW ELECTRIC HEATERS FOR HISTORICAL SERVICES, BUILDING #541, HOLMDEL, NJ (BID #0074-22)"**. The envelope must also bear the Bidders name and address and be directed to the Monmouth County Board of Recreation Commissioners, 805 Newman Springs Road, Lincroft, New Jersey 07738.

BID GUARANTEE. Each Bid must be accompanied by a Bid Guarantee payable to “Monmouth County Board of Recreation Commissioners.” The Bid Guarantee shall be in the amount of “10% of the Base Bid (as called out in the Bid Form)” or \$20,000.00, whichever is the lesser amount. The Bid Guarantee shall be given by certified check, treasurer’s check or bid bond at the Bidder's option.

NOTICE TO BIDDERS

(Continued)

FORMS TO ACCOMPANY BID. Each Bidder shall complete and submit with its Bid the following: Statement of ownership, Non-Collusion Affidavit (blank copies included in the Bidding Documents), Consent of Surety (sample of acceptable work to be included in the Bidding Documents) and Bid Guarantee, Certificate of Registration with the New Jersey Department of Labor as required under “The Public Works Contractor Registration Act” (P.L. 1999, c.238), New Jersey State Business Registration (N.J.S.A. 52:32-44). **Bidders shall submit at least one (1) original of each form, with an original signature.**

CONSENT OF SURETY. Consent of Surety must accompany each bid. The Consent of Surety shall provide that if the Contract is awarded to its principal, the Surety on behalf of its principal will post Performance, Payment and Maintenance Bonds, each of which shall be for 100% of the amount of the awarded Contract.

RIGHTS TO REJECT BIDS. The Monmouth County Board of Recreation Commissioners shall have the right to reject any or all Bids; to reject a Bid not accompanied by a Bid Guarantee, Consent of Surety, or any of the other documents called for by the Bidding Documents; to reject a Bid which is in any way incomplete or irregular; and to waive any informalities contained in the Bids.

EQUAL OR TIED BIDS. The Monmouth County Board of Recreation Commissioners shall have the right to award the Contract to any one of the lowest responsible Bidders whose Bids are equal to or tied.

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

BY ORDER OF THE BOARD OF RECREATION COMMISSIONERS
COUNTY OF MONMOUTH

KEVIN MANDEVILLE, CHAIRMAN
JAMES J. TRUNCER, SECRETARY-DIRECTOR
JENNIFER KACZALA, PURCHASING AGENT

NOTICE

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

Revision to Existing Law effective August 17, 2003:

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

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

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

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

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

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

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 BUSINESS REGISTRATION CERTIFICATES.

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

OR

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY DIVISION OF REVENUE P.O. BOX 732 TRENTON, N.J. 08646-0212
TAXPAYER NAME:	TRADE NAME:	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
ADDRESS:	ISSUANCE DATE:	
EFFECTIVE DATE:		
FORM-BRC(08-01)	<small>Acting Director</small>	<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>

(Revised 5/2017)

BRC 2

CONTRACTORS QUALIFICATION AND 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: _____

INSTRUCTIONS TO BIDDERS

1. **OWNER:** The Owner is the Monmouth County Board of Recreation Commissioners. The Board of Recreation Commissioner's representative prior to the execution of the proposed contract is the Monmouth County Park System's Purchasing Agent (see Notice To Bidders for address and telephone number).
2. **BIDDING DOCUMENTS:** The Bidding Documents consist of the Notice To Bidders, the Bid Form and other forms required to be submitted with the Bid, the Park System's standard Form of Agreement, these Instructions To Bidders, the General Conditions of the Contract, project drawings and/or written specifications, and all addenda which have been issued prior to the Park System's receipt of bids.
3. **ADDENDA:** Public Notice of Addenda shall be provided no later than seven days, Saturdays, Sundays and Holidays excepted, prior to the date of acceptance of bids, to any person who submitted a bid or who has received a bid package in any of the following ways: i) in writing by certified mail or ii) by certified facsimile transmission, meaning that the sender's facsimile machine produces a receipt showing date and time of sender's facsimile and that the transmission was successful or iii) by a delivery service that provides certification of delivery to the sender.
4. **SUBSTITUTIONS:** Bids shall not be based on the use of any substitutions for the materials, products and equipment described in the Bidding Documents, unless the use of substitutions have been authorized by the Park System. Any Bidder may propose substitutions to the Park System. Proposed substitutions must be in writing and be delivered to the Park System at least ten days before the bid receipt date. The Park System will issue to all Bidders an addendum for any approved substitution.
5. **FORM OF BID PROPOSAL:** Bidders must use the Park System's pre-printed Bid Form, or copy machine reproductions thereof, to prepare their bids.
6. **SALES AND EXCISE TAXES:** Bids must fully account for all costs imposed by applicable New Jersey Sales Tax and Federal Excise Tax laws. The County/Park System is exempted from paying New Jersey Sales Taxes on equipment and materials which are incorporated in the work, and on supplies and services that are used exclusively to alter, construct, improve or repair County-owned property. The County's sales tax exemption does not extend to the purchase, lease or rental of equipment used to prosecute the work.
7. **BID GUARANTEE:** Checks posted as the Bid Guarantee shall be payable to "Monmouth County Board of Recreation Commissioners," payable in U.S. Dollars, and be drawn on a bank which is authorized to conduct business in the United States. Bid bonds offered as the Bid Guarantee shall be by a surety which is licensed to conduct business and authorized to post such bonds in the State of New Jersey.
8. **RETURN OF BID GUARANTEES:** Bid Guarantees will be returned to the Bidders in accordance with the provisions of the New Jersey Local Public Contracts Law.
9. **DELIVERY OF BID:** Bids may be delivered by the Bidder in person, or by mail or commercial delivery service, to the Monmouth County Park System's Purchasing Agent (see Notice To Bidders for address). The Park System assumes no responsibility for bids which are received later than the time established by the Notice To Bidders for the receipt of bids. Late bids will be returned unopened to the Bidders.
10. **RELEASE OF BID:** Within a reasonable time after the opening of bids, a Bidder may request release of its Bid only if there is an excusable material error in the Bid price(s). Such requests must be in writing. The Park System shall have the sole right to determine if a Bidder will be released from its bid.
11. **MODIFICATION OF BID:** A bid may not be canceled, modified, or withdrawn during the 60 calendar day period after the bids are opened.
12. **AWARD OF CONTRACT:** Unless otherwise stated, the Monmouth County Board of Recreation Commissioners intends to award a single overall contract for the work to the lowest responsible Bidder, or to reject all bids, within 60 calendar days after the receipt of bids, unless the period for award is extended by mutual agreement of the parties.
13. **PERFORMANCE AND PAYMENT BONDS:** Performance and payment bonds, as described by the Model Consent of Surety elsewhere in the Bidding Documents, must be posted with the Park System within 21 business days of the Bidder's receipt notice that it has been awarded the contract.
14. **MAINTENANCE BOND:** The Notice To Bidders will indicate if the Park System will require Maintenance Bond to be posted upon completion of the work. In that event the Maintenance Bond shall be for a term of one calendar year from the date the work is completed, and shall be in the amount of 100% of the Contract Sum (as

INSTRUCTIONS TO BIDDERS—Continued

may be adjusted by Change Order)

15. **SURETY:** The surety who will post the bonds called for by the Bidding Documents must be licensed to conduct business and authorized to post such bonds in the State of New Jersey.

16. **SURETY DISCLOSURE STATEMENT.** A surety disclosure statement and certification in the form required by N.J.S.A. 2A:44-143 shall accompany the consent of surety at the time of the bid. The Park System may, however, at its discretion, allow submission of the security disclosure statement and certification after receipt of bids. Performance and payment bonds cannot be accepted by the Park System unless a surety disclosure statement and certification complying with N.J.S.A. 2A:44-143 has been provided.

17. **INSURANCE COVERAGE:** (see General Conditions of the Contract for Construction)

18. **ALLOWANCES:** The Bid Form will indicate if Allowances are to be included in the Total Base Bid. Allowance amounts which are pre-printed on the Bid Form do not include the Bidder's mark-ups; they must be factored into the lump sum bid item(s).

19. **UNIT PRICE BIDS:** When unit price bids are required, the unit prices entered on the Bid Form shall reflect the actual cost to be charged to the Park System for each item, including the Bidder's anticipated direct and other costs, overhead and profit directly related to each bid item. When the Bidder intends to bid zero for a unit price bid item, a "0" shall be entered for the unit price and the extended price.

20. **CORRECTION OF FAULTY ARITHMETIC:** The Park System shall have the right to check and correct the addition of all prices entered on any Bid Form, and will unilaterally substitute correct totals wherever a Bidder's entries are not correct. In the case of unit price bids, the Bidder's unit price shall prevail if the extended price entered on the Bid Form does not equal the Bidder's unit price multiplied by the quantity printed on the Bid Form. In any such instance the Bidder will be informed of the Park System's corrections.

21. **DESIGNATED SUBCONTRACTORS:** The Bid Form will provide for the Bidder to name its proposed Designated Subcontracts if the provisions of N.J.S.A. 40A:11-16 apply to the proposed Contract. Changing of such named Designated Subcontractors will not be permitted after the opening of Bids.

22. **PREVAILING WAGES & LABOR LAWS:** The New Jersey Prevailing Wage Act will apply to the proposed Contract (P.L. 1963, C. 150). By submitting its Bid the Bidder attests that neither they, their company, nor any of their intended subcontractors are prohibited from being awarded their contracts for failure to pay prevailing wages (N.J.S.A. 34:11-56.38). The Contractor and its subcontractors must submit certified payroll records to the Park System's designated representative within ten days of the payment of wages (N.J.A.C. 12:60-1). [Call N.J. Department of Labor at 609-292-2283 to obtain certified payroll form.]

23. **AFFIRMATIVE ACTION & EQUAL OPPORTUNITY:** The Affirmative Action Regulation of the State of New Jersey will apply to the proposed Contract. (P.L. 1975, C.127). A copy of the Mandatory Affirmative Action Language for Construction Contracts and EEO/Affirmative Action Compliance Notice Checklist is provided in the Bidding Documents to County's Form of Agreement. The Initial Project Manning Report must be submitted within three days of signing the Contract. Monthly Project Manning Reports must be filed with the New Jersey Affirmative Action Office, with copies to the Monmouth County Park System's Purchasing Agent.

24. **U.S. PRODUCTS REQUIRED:** Bid prices must fully account for the use and incorporation in the Work of only manufactured and farm products of the United State of America, wherever they are available (N.J.S.A. 40A:11-18). The Contract Sum will not be increased for any reasons that may stem from the Bidder's failure or neglect to account for this.

25. **FORM OF AGREEMENT BETWEEN COUNTY AND CONTRACTOR:** A copy of the Park System's standard form of Agreement is included in the Bidding Documents.

26. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with the provisions and requirements of the Americans With Disabilities Act, Equal Opportunity for Individuals With Disabilities, a copy of which is included in the Bid Documents.

27. **PUBLIC WORKS CONTRACTOR REGISTRATION ACT:** 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

INSTRUCTIONS TO BIDDERS—Continued

subcontractor is registered pursuant to P.L. 1999, c.238 (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.

28. **NEW JERSEY BUSINESS REGISTRATION:** *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:

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS - CONSTRUCTION

All New Jersey and out of state business organizations must obtain a Business Registration Certificate (BRC) from the Department of Treasury, Division of Revenue, prior to conducting business in the State of New Jersey. Proof of valid business registration with the Division of Revenue, Department of Treasury, State of New Jersey, must be submitted for the bidder and any designated subcontractors (*N.J.S.A.* 40A:11-16, including plumbing, HVAC, electrical and structural steel). No contract will be awarded without proof of business registration with the Division of Revenue. The contract will contain provisions in compliance with *N.J.S.A.* 52:32-44, as amended, outlined below.

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

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

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


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

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


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

INSTRUCTIONS TO BIDDERS—Continued

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

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

OR

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

INSTRUCTIONS TO BIDDERS—Continued

BIDDER’S CHECKLIST

BID#0074-22

(Owner’s checkmarks) Items submitted with bid
(Bidder’s INITIALS)

- ↓ **A. FAILURE TO SUBMIT ANY OF THESE ITEMS WITH
BID IS MANDATORY CAUSE FOR REJECTION** ↓
- Bid Proposal (Original) _____
 - Bid Guarantee (bid bond or guaranteed funds-certified/cashier’s check) _____
 - Surety Certificate (Consent of Surety) _____
 - List of Designated Sub-Contractors (if any) _____
 - Acknowledgement of Receipt of Addenda or Revisions (if any) _____
 - Statement of Ownership _____
 - Non-Collusion Affidavit _____
 - _____ Other _____

- B. ITEMS PREFERRED WITH THE BID, BUT MANDATORY
PRIOR TO AWARD OF CONTRACT**
- Copy of Public Works Contractor Registration Act Certificate for the bidder and the designated subcontractors, effective on the date of bid, prior to award of contract _____
 - Copy of New Jersey Business Registration Certificate for the bidder and any designated subcontractors - prior to award of contract _____
 - EEO/Affirmative Action Compliance Notice Checklist _____
 - References / List of previous and/or active relevant work (CQ&R-1) _____
 - Contractor’s Qualification Statement _____
 - Iran Disclosure Form _____

THE UNDERSIGNED BIDDER HEREWITH SUBMITS THE ABOVE REQUIRED DOCUMENTS:

PRINT OFFICIAL COMPANY NAME: _____

SIGNED BY: _____

PRINT NAME AND TITLE: _____

DATE: _____

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

INSTRUCTIONS TO BIDDERS

MODEL CONSENT OF SURETY

The Consent of Surety that is to be submitted with the Bid must be prepared, signed and issued by the Bidder's bonding company or other authorized surety. Two sample wordings for the required Consent of Surety which are acceptable to the Owner appear below.

It is understood and agreed that (*insert name of surety*) will become surety on the bond of (*insert name of Bidder*), the principal, for the Contract for the (*insert title of Bid*) if the principal is the successful Bidder. If the Contract is awarded to the principal (*insert name of surety*) will issue a Performance Bond and a Labor and Material Payment Bond, each of which shall be for 100% of the amount of the awarded Contract, or a combined Performance and Labor Material Payment Bond in the amount of 200% of the awarded Contract Sum, and will issue a Maintenance Bond for 100% of the Final Contract amount, as amended during construction, upon substantial completion of the Work, all as more fully specified by the Bidding Documents.

It is understood and agreed that (*insert name of surety*) will become surety on the bond of (*insert name of Bidder*), the principal, for the Contract for the (*insert title of Bid*) if the principal is the successful Bidder. If the Contract is awarded to the principal (*insert name of surety*) will issue all bonds that are required by the Bidding Documents.

NOTE: A Surety Disclosure Statement and Certification may be required. See paragraph 16 of the Supplementary Instructions to Bidders.

INSTRUCTIONS TO BIDDERS

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.

INSTRUCTIONS TO BIDDERS—Continued

CONTRACT SAMPLE

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

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

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

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

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

IT IS AGREED:

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

INSTRUCTIONS TO BIDDERS—Continued

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: 732-842-4162

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:

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.

INSTRUCTIONS TO BIDDERS—Continued

- 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

INSTRUCTIONS TO BIDDERS—Continued

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,

INSTRUCTIONS TO BIDDERS—Continued

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.

INSTRUCTIONS TO BIDDERS—Continued

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

24) This Agreement may be terminated as follows:

- a. If Contractor is required to be licensed in order to perform the services which are the subject of this Agreement, then this Agreement may be terminated by the Board in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.
- b. If, through any cause, the Contractor, where applicable, shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Board shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Agreement, shall be forthwith delivered to the Board.
- c. Bankruptcy or insolvency of the Contractor; sale of the business of the Contractor, or death or permanent disability of the Contractor in the event the Contractor is an individual.
- d. Should the Board default in the performance of this Agreement or materially breach any of its provisions, which remain uncured after thirty (30) days after notice is given to the Board, the Contractor may terminate this Agreement, unless the Board is prevented from performing this Agreement by circumstances beyond its control. In that instance, any obligations owing by the Board to the Contractor shall be suspended without liability for the period during which the Board is so prevented.
- e. Should the Board fail to pay Contractor all or any part of the compensation earned for services rendered within sixty (60) days after the date due, the Contractor may at its option, terminate this Agreement.
- f. Notwithstanding the above, the Contractor, where applicable, shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of the Agreement by the Contractor, and the Board may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to the Board from the Contractor is determined.
- g. Termination shall not operate to affect the validity of the indemnification provisions of this Agreement.

25) Insurance Coverage. The Contractor shall obtain, pay for and maintain the insurance coverages listed in

INSTRUCTIONS TO BIDDERS—Continued

paragraphs (a) through (e) below with respect to performance of the Agreement. The Contractor shall be responsible for premiums, fees and other costs associated with obtaining and maintaining such required insurance, and the Board shall have no obligation to reimburse the Contractor therefor. The Board reserves the right to waive or modify the below requirements, if appropriate.

- (a) Statutory workers compensation insurance required to be held by any State or Federal law, including other states coverage, and employers liability coverage with limits of \$500,000 each accident, \$500,000 each employee and \$500,000 aggregate for disease;
- (b) Commercial General Liability coverage for bodily injury, property damage, and personal injury liability of not less than \$1,000,000 combined single limit each occurrence or offense, and \$2,000,000 general aggregate. Coverage is to include premises and operations, independent contractors, and products and completed operations;
- (c) Business Automobile Liability insurance including coverage for any owned, hired, or non-owned vehicle, with limits of not less than \$ _____ combined single limit, including an MCS 90 endorsement;
- (d) Umbrella excess or excess liability insurance above the required commercial general, business automobile, and employers liability insurance in the amount of \$ _____ each occurrence and aggregate; and

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

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

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

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

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

INSTRUCTIONS TO BIDDERS—Continued

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

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

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

IN WITNESS WHEREOF, the parties have signed this agreement.

MONMOUTH COUNTY BOARD
OF RECREATION COMMISSIONERS

{VENDOR NAME}

BY: _____
Kevin Mandeville, Chairman

BY: _____

ATTEST:

James J. Truncer, Secretary-Director

ATTEST:

DATE: _____

DATE: _____

RESOLUTION NO: _____

PURCHASE ORDER NO: _____

INSTRUCTIONS TO BIDDERS

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

EXHIBIT A

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

CONSTRUCTION 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, up-grading, 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 or workers' representative of the contractor's commitments under this act 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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each

INSTRUCTIONS TO BIDDERS—Continued

construction trade consistent with the targeted employment goal prescribed by **N.J.A.C. 17:27-7.2**; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with **N.J.A.C. 17:27-7.2**.

The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A.) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et. seq.**, as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

- (B.) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
 - (1.) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to **N.J.A.C. 17:27-5.3**, of its workforce needs, and request referral of minority and women workers;
 - (2.) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - (3.) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or

INSTRUCTIONS TO BIDDERS—Continued

- subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4.) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
 - (5.) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
 - (6.) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i.) The contractor or subcontractor shall interview the referred minority or women worker.
 - (ii.) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (iii.) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - (iv.) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.
 - (7.) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.
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INSTRUCTIONS TO BIDDERS—Continued

- (C.) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) electronically provided to the public agency by the Division, through its website, for distribution to and completion by the contractor, in accordance with **N.J.A.C. 17:27-7**. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

- (D.) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

INSTRUCTIONS TO BIDDERS

**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: _____

INSTRUCTIONS TO BIDDERS—Continued

PREVAILING WAGE RATE DETERMINATION

An electronic copy of the of the current Prevailing Wage Rate Determination and the list of debarred contractors can be found at <http://www.monmouthcountyparks.com/page.aspx?ID=2824>

A copy of the current Prevailing Wage Rate Determination and the list of debarred contractors will be incorporated in the Agreement and provided to the Contractor after award of contract.

INSTRUCTIONS TO BIDDERS—Continued

**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: 0074-22 **Bidder / Respondent:** _____

Project Description: Furnish, Deliver, and Installation of Multi Heat Pump Air Conditioning System and 2 Heat Pump Air Handlers with 5KW Electric Heaters for Historical Services Building #541, Holmdel, NJ

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: _____

GENERAL CONDITIONS OF THE CONTRACT

1. **OWNER:** The Owner is the County of Monmouth, Monmouth County Board of Recreation Commissioners. The County's representative after execution of the contract is the Monmouth County Park System (PHONE: 732-842-4000 FAX: 732-842-4162).

2. **CONTRACT DOCUMENTS:** The Contract Documents include the Bidding Documents, the Contractor's completed Bid Form, the executed Agreement, executed Change Orders and Construction Change Directives, and approved product submittals and shop drawings.

3. **GOVERNING LAW:** The Contract shall be governed by the Laws of the State of New Jersey.

4. **DESIGN PROFESSIONAL:** "Design Professional" is the Monmouth County Park System's consultant or employee who prepared the plans and specifications of the work to be performed under the Contract.

5. **INTENT:** The Contractor's execution of the Agreement is a representation that the Contractor has visited the site, become familiar with local conditions, and correlated personal observations with requirements of the Contract Documents. The intent of the Contract Documents is to include all items which are necessary for the Contractor to complete the work. The Contractor shall not be entitled to make any claims for recovery of costs which arise from the Contractor's failure to fully understand the intent and content of the Contract Documents.

6. **PERMITS, FEES AND NOTICES:** The Contractor shall obtain all municipal, county and state permits needed to perform the Work. The Park System will pay any permit application fees which are not required to be waived by the provisions of the State Uniform Construction Code Act (N.J.S.A. 52:27D-119 et seq.). The Park System will not pay for permits needed to deliver materials or equipment to the site. The Contractor shall fully and properly coordinate its work with all public utility

companies and agencies which may be impacted by the Work. The Contractor shall be solely responsible for scheduling governmental agency inspections of the work, and to obtain all certificates of occupancy upon completion of the Work. The Contractor will notify the Owner's representative when such inspections are scheduled.

7. **SUPERVISION OF THE WORK:** The Contractor shall be solely responsible for supervising and coordinating the Work.

8. **USE OF SITE:** The Contractor shall confine its activities at the site to areas permitted by the Contract Documents, and public law, ordinances and regulations. The Contractor shall not unreasonably encumber the site with its equipment and materials, and shall maintain orderly and safe traffic conditions on any public thoroughfare impacted by the Work.. Utility shutdowns which will impact the Park System's operations must be scheduled and approved beforehand by the Park System.

9. **CUTTING AND PATCHING:** The Contractor shall be responsible for cutting, fitting and patching needed to complete the Work or to make its parts fit together.

10. **CLEANING UP:** The Contractor shall keep the site and surrounding areas free from inordinate accumulations of waste materials and rubbish caused by its operations. At completion of the Work the Contractor shall remove from the site and surrounding areas the Contractor's tools, equipment and machinery, and all rubbish, waste, and surplus materials.

11. **ACCESS TO THE WORK:** The Contractor shall not in any way hinder the Park System's and its Design Professional's access to the Work in progress.

12. **CONTRACTOR'S INDEMNIFICATION:** The Contractor shall indemnify and save harmless the County, its officers, servants and agents from all damages, claims, suits and costs, including counsel fees, to which they may be put by reason of (a) injury to persons or

General Conditions of the Contract - Continued

property due to the actual or alleged carelessness or negligence of the Contractor, its servants or agents, or (b) the Contractor's actual or alleged failure to pay its workers, suppliers or subcontractors for labor or materials provided to the Park System.

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

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

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

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

D. **Builder's Risk Completed Value Form "All Risk":** The owner shall obtain and

maintain Coverage for the entire Work at the site to the full insurable value thereof.

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

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

14. **ADMINISTRATION OF THE CONTRACT:** The Park System will provide overall administration of the Contract. The Design Professional will provide day-to-day administration of the Contract, and will be the Park System's representative during construction. The Design Professional will:

A. Not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.

B. Have the authority to reject Work which does not conform to the Contract Documents.

C. Review and take appropriate action on the Contractor's submittals (shop drawings, product data, samples, etc.).

D. Prepare Construction Change Directive and Change Order documents which, from time to time, may be needed in the course of the Contractor's performance of the Work.

E. Conduct inspections of the Work to assure its compliance with the Contract Documents, to evaluate the Contractor's payment applications, and to determine the date of Substantial Completion of the Work.

F. Receive from the Contractor all required written warranties and related documents pertaining to the various elements of the Work.

General Conditions of the Contract - Continued

G. Interpret and decide matters concerning performance and requirements of the Contract Documents.

15. ALTERNATE DISPUTE RESOLUTION (NON-BINDING MEDIATION): If a dispute between the Park System and the Contractor arises during the course of the contract, the parties will participate, in good faith, in non-binding mediation..

A. Mediation is intended to be an informal process for resolving disputes between the Contractor and Owner. Both parties shall act in good faith and exercise their best efforts to achieve a reasonable settlement of disputes.

B. Either party may demand such mediation by written notice to the other party. The written notice shall contain at least: (a) A brief statement of the nature of the dispute, and (b) the name, address and phone number of that party's designated representative for the purposes of mediation.

C. The other party shall designate its representative for mediation in writing no later than five business days after receipt of the demand for mediation.

D. The respective designees shall thereupon, and promptly, with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, or if they prefer, they shall choose a reputable mediation firm. Any mediation firm so chosen shall present to the parties a list of at least five proposed mediators, along with a summary of each person's qualifications to serve as the mediator.

E. Each party shall rank the proposed mediators in order of preference. The fifth ranked person on each party's shall be excluded from further consideration. Each party shall assign a score of "4" to their first choice, "3" to their second choice, "2" to their third choice, and "1" to their remaining fourth choice. The parties scores for each person shall then be added together. The person with the highest

combined score shall be the chosen mediator. In the event of a tie, the mediator shall be chosen by lot.

F. The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

G. The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, lacking such agreement, as may be determined by the mediator.

H. Each party will bear its own costs of participation in mediation, and they will each pay one-half the costs of the mediator.

I. If, after a good faith effort to resolve the dispute through mediation, the dispute is not resolved, either party may terminate the mediation by written notice to the mediator and the other party. In that event, either party may submit the dispute to the Superior Court of New Jersey, Monmouth County, for adjudication, which Court shall have exclusive original jurisdiction of the dispute.

16. CONTINUING CONTRACT PERFORMANCE: Pending resolution of a claim or dispute the Contractor shall proceed diligently with performance of the Contract, and the Park System shall continue to make payments in accordance with the Contract Documents, unless otherwise agreed to in writing by the parties.

17. CONSTRUCTION BY PARK SYSTEM OR BY SEPARATE CONTRACTORS: The Park System reserves the right to perform construction or operations related to the Project with its own forces, and to award separate contracts in connection with other portions of the Project.

18. CHANGES IN THE WORK: Changes in the Work may be accomplished after execution of the Contract, without invalidating the Contract, by Change Order, Construction Change Directive or order for minor changes in the Work.

General Conditions of the Contract - Continued

A. Construction Change Directive (AIA Form G714): A Construction Change Directive (CDD) is a written order prepared by the Design Professional to direct a change in the Work which states a reasonable basis for adjustment of the Contract Sum and/or Contract Time. A CCD shall not be binding upon any of the parties unless and until it is signed by the Park System's designated representative. The Contractor shall proceed with the changed Work upon receipt of a CCD which has been signed by the Park System's designated representative. The Contractor shall not bill the Park System for CCD Work until the CCD is incorporated in an approved Change Order.

B. Change Order (AIA Form G701): A Change Order (CO), after signature by the Design Professional and the Contractor, and approved by the Monmouth County Board of Recreation Commissioners, is an amendment to the Contract which adjusts the Contract Sum and/or Contract Time to reflect additions to or deletions from the Work. A CO may incorporate one or more previously executed CCDs. CO costs (add and deduct) shall be properly substantiated by appropriate back-up documents which reveal all details of the transaction. A 10% markup (or markdown) of the Contractor's net direct costs, representing its combined overhead and profit, will be allowed for changes in the Work. Subcontractors' markups shall be likewise limited to 10% of their direct costs. Contract Time will not be extended beyond the date of Substantial Completion of the Work.

C. Minor Change: The Design Professional may, in writing, order minor changes in the Work which do not involve adjustment of the Contract Sum or Contract Time, and which are consistent with the intent of the Contract Documents.

19. CONTRACT TIME: Contract Time is the number of calendar days allotted in the Contract Documents for the Contractor to achieve Substantial Completion of the Work. Contract

Time commences from the day next following the Contractor's receipt from the Park System's of its Notice To Proceed. Contract Time is of the essence of the Contract. The Contractor shall proceed expeditiously with adequate forces and exercise due diligence to achieve Substantial Completion within the Contract Time. The date of Substantial Completion shall be certified by the Design Professional.

20. LIQUIDATED DAMAGES: Liquidated Damages (not a penalty) shall be assessed at the rate of \$250/day for contracts in the maximum amount of \$500,000 and \$500/day for contracts in excess of \$500,000 for each and every calendar day that completion of the work overruns the CONTRACT TIME unless stated otherwise in the proposal page.

21. CONSTRUCTION SCHEDULE: The Contractor, promptly after being awarded the contract shall prepare and submit a construction schedule for the work. The schedule shall not exceed time limits current under the contract documents and shall be revised at appropriate intervals as required.

22. SUBSTANTIAL COMPLETION: Substantial Completion is the stage in the progress of the Contractor's performance of the Contract when the Work or a designated portion thereof is sufficiently complete that the Park System can occupy or use the Work for its intended purpose.

23. CONTRACT SUM AND PAYMENTS: The Contract Sum is stated in the Agreement between the Park System and the Contractor and, including approved adjustments, is the total amount payable by the Park System to the Contractor. The Contractor's application(s) for payment (using AIA Form G702 and G703 if required by the County) shall be submitted to the Design Professional for review and recommendation to the Park System.

A. The Contractor, by applying for payment, warrants that title to all Work covered by an

General Conditions of the Contract - Continued

application for payment will pass to the Park System no later than the time of payment.

B. Payment applications shall not include amounts for Work authorized by a CCD but not yet included in an approved Change Order.

C. Payment applications shall not include amounts the Contractor does not intend to pay a subcontractor or supplier because of dispute or other reason.

24. **PROMPT PAYMENT:** When the contractor has performed in accordance with the provisions of the contract, and the invoice (bill) including a properly prepared, dated and signed voucher for the work has been approved and certified by the Monmouth County Board of Recreation Commissioners and the Monmouth County Board of Chosen Freeholders, the board shall pay the amount due to the contractor for each payment not more than 30 days after the date received. The invoice shall be deemed approved and certified 20 days after the board receives it unless the board, before the 20 day period, informs the contractor in a written statement of the amount withheld and the amount to be paid, the reason for withholding the payment and how the deficiency can be cured.

Approved invoices (bills) with a properly prepared, dated and signed voucher will be approved for payment by the Board of Recreation Commissioners at the first public meeting after the 20th day. After the board approves payment of invoices (bills) with properly prepared, dated and signed voucher, invoices will be forwarded to the Board of Chosen Freeholders for their approval. All payments will be released in accordance with the attached payment schedule and will be mailed unless other arrangements have been made with our Accounts Payable Department.

In the event that Alternate Dispute Resolution is needed, mediation is the method that shall be used.

25. **PAYMENTS TO DESIGNATED SUBCONTRACTORS:** If, in accordance with N.J.S.A. 40A:11-16, the Bid Form requires the naming of particular subcontractors and their sub-bid amounts, the Park System's payments for Work completed by a Designated Subcontractor shall be by a two-party check payable to *Designated Subcontractor and Contractor*.

26. **RETAINAGE:** The Park System's payments to the Contractor (and Designated Subcontractors) shall be for not more than 98% of the value of the completed Work (i.e., the Park System's *retainage* shall be 2%).

27. **FINAL COMPLETION:** Final Completion is achieved when the Contract is fully performed in accordance with the Contract Documents. This includes completion of punch list and submission of all closeout documents.

28. **FINAL PAYMENT:** Retainage held by the Park System shall not become due and payable until the Contractor provides the Park System's designated representative the following close-out documents in their complete and proper form:

A. **Contractor's Affidavit of Payment of Debts and Claims** (AIA Form G706).

B. **Contractor's Affidavit of Release of Liens** (AIA Form G706A).

C. **Consent of Surety to Final Payment** (AIA Form G707).

D. **Maintenance Bond** (if required by the Notice to Bidders; see Instructions To Bidders).

E. **Other** guarantees, warranties, as-built drawings, O&M manuals, other items as required by the specifications.

29. **ACCEPTANCE OF FINAL PAYMENT:** Acceptance of Final Payment by the Contractor, subcontractor or material supplier shall constitute waiver of claims by that payee.

30. **SAFETY PRECAUTIONS AND PROGRAMS:** The Contractor shall be solely responsible for

General Conditions of the Contract - Continued

initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall give notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property, and their protection from damage, injury or loss.

31. SUCCESSORS AND ASSIGNS: The Park System and the Contractor respectively bind themselves, their partners, successor, assigns and legal representatives to the other party in respect to covenants, agreements and obligations contained in the Contract Documents.

32. RIGHTS AND REMEDIES: Duties and obligations imposed by the Contract Documents, and rights and remedies thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

33. TERMINATION BY CONTRACTOR: Upon providing a 10-day written notice of intent to the Park System and the Design Professional, the Contractor may terminate the Contract if the Work is stopped for a 60-day period through no act or fault of the Contractor, subcontractor, or their agents, employees, or other persons performing portions of the Work under the Contract. If the Park System fails to remedy the matter within the said 10-day notice period the Contractor will be entitled to recover from the Park System payment for completed Work, and proven loss with respect to materials, equipment, tools and machinery, including reasonable overhead and profit.

34. TERMINATION BY PARK SYSTEM FOR CAUSE: Upon providing a 10-day written notice of intent to the Contractor, the Park System may terminate the Contract if the Contractor **(a)** has repeatedly failed to properly man the Work or supply proper materials; **(b)** failed to make payments to subcontractors or material suppliers; **(c)** persistently disregarded laws,

ordinances, rules, regulations, or orders of a public authority having jurisdiction; or **(d)** is otherwise guilty of substantially breaching the provisions of the Contract Documents. In that event, the Park System, without prejudice to any other rights or remedies, and subject to any prior rights of the surety, may take possession of the site and all materials, tools, equipment and machinery thereon owned or leased by the Contractor, and finish the Work by whatever reasonable method the Park System may deem expedient. When the Park System terminates the Contract for cause:

A. The Contractor shall not be entitled to receive any further payment until the Work is completed.

B. If the cost of completing the Work, including compensation to the Design Professional for services and expenses attendant to termination of the Contract, exceeds the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Park System.

C. If the unpaid balance of the Contract Sum exceeds the costs of completing the Work, including compensation to the Design Professional for services and expenses attendant to termination of the Contract, such excess shall be paid by the Park System to the Contractor.

35. SUSPENSION FOR COUNTY'S CONVENIENCE: The Park System, without cause, may suspend, delay or interrupt the Contractor's Work in whole or part for such period of time as the Park System may determine. In that event, the Park System will compensate the Contractor for actual increased costs incurred in performing the Contract, including reasonable overhead and profit, arising from the suspension, delay or interruption of the Work. The Contractor will not be entitled to additional compensation if its performance of the Contract is, was, or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible.

General Conditions of the Contract - Continued

36. ELECTRICAL & MECHANICAL EQUIPMENT:

The following provisions apply to all electrical and mechanical equipment incorporated in the Work, but are not intended to supersede the warranty, guarantee, maintenance or training requirements of the technical specifications for the Work where the latter are greater, or more comprehensive, particular or stringent.

A. Warranties: The Contractor shall provide special warranties, signed by the Contractor, installers and manufacturers, whereby they individually and collectively agree to replace, repair, or restore defective materials or workmanship during the 12-month period following the date of Substantial Completion of the overall Contract.

B. Extended Warranties: If a manufacturer offers warranties which extend beyond the warranty requirements of the Contract Documents, the Contractor shall offer a proposed extended warranty agreement to the Park System for its consideration. The proposed agreement shall be delivered to the Park System as soon as possible after execution of the Contract Agreement, but not later than the time limit established by the manufacturer. If the Park System elects to accept an extended warranty agreement it will enter into and pay for the extended agreement directly with the manufacturer.

C. Maintenance: The Contractor shall provide skilled competent workers who are authorized by the manufacturer to maintain and service the equipment during the 12-month warranty period, including required warranty maintenance and all other routine maintenance, repairs, cleaning and testing which normally should be performed by a prudent owner.

D. Training: Prior to the date of Substantial Completion of the Work, the Contractor shall arrange for the manufacturer's representatives to provide appropriate in-service training of Park System personnel in the operation and maintenance of the equipment.

37. PROPOSED SUBSTITUTIONS: The Contractor warrants that the awarded Contract Sum includes the cost and use of all products, equipment and materials which are specified by the Contract Documents. However, at any reasonable time after award of the Contract, the Contractor may propose the use of material, product or equipment substitutions, subject to the following:

A. The Contractor's substitution proposal must be in writing to the Design Professional and the County, and shall provide feature-by-feature comparisons between the specified and substitute items, and be accompanied by pertinent manufacturer's literature for each. The Contractor's substitution proposal must also provide a factual in-place cost comparison of the specified and substitute items.

B. The Park System retains the sole right to accept or reject the Contractor's proposed substitutions. The Park System's acceptance of a proposed substitution will not be unreasonably withheld.

C. A substitutions which is accepted by the Park System will constitute a change in the Work which must be implemented by a Construction Change Directive and Change Order. The executed Change Order shall include an appropriate dollar credit to the Park System as reimbursement of the cost of additional services of the Design Professional or others for evaluating, inspecting and testing the substitute item.

38. DIRECTED SUBSTITUTIONS: If the Contractor, through no fault of its own, is unable to provide any of the specified materials, products or equipment in a timely manner, the Park System and the Design Professional may direct the use of substitutions. In that event, the Contract Sum will be adjusted by an appropriate Change Order to incorporate reasonable increased (or decreased) costs to the Contractor which arise from the directed substitution.

**SPECIFICATIONS FOR FURNISH, DELIVER, AND INSTALLATION OF
MULTI HEAT PUMP AIR CONDITIONING SYSTEM AND 2 HEAT PUMP AIR
HANDLERS WITH 5KW ELECTRIC HEATERS FOR HISTORICAL SERVICES
BUILDING #541, HOLMDEL, NEW JERSEY.**

Location:

Historical Services Office #541
53 Longbridge Road
Holmdel Township, N.J. 07733

Scope:

The purpose of this contract shall be to Furnish, Deliver, and Install a 6 Ton Multi Type Heat Pump Condensing Unit, 2 Heat Pump Air Handlers and 5 KW Electric Heating Units for the Monmouth County Park System (MCPS.)

Proposal:

The attached Proposal must be submitted for the bidders to be considered. Award will be made to the bidder offering the lowest net price to the Monmouth County Parks System. The purchasing committee reserves the right to accept or reject any or all bids and to award in the best interest of the agency

Work included:

The work shall consist of all labor, materials, tools, equipment, and all else necessary to disconnect, remove, and dispose of existing equipment; and supply, install and connect new equipment. Ductwork and piping shall be revised and reconnected so as to accommodate the new units and properly heat/cool the building, and as necessary to meet code.

Owners Representative:

Any questions concerning this project shall be directed to Dave Hollabaugh, 732-842-4000, Ext. #4366 Monday-Friday 7:00 am to 3:30 pm. It is the responsibility of each bidder to the visit the site prior to submitting bid.

Materials and Workmanship:

- Materials, equipment, and installation shall comply with all current state and local laws, and with the recommendations of the National Fire Codes, published by the National Fire Protection Association where such recommendations do not conflict with the laws in effect.
- Materials, equipment, and installation shall comply with the current National Fuel Gas Code, ANSI/ASME, and the National Electric Code.
- All equipment for which standards have been established shall be Underwriters Laboratories listed and so labeled-including all equipment passing through fire-rated doors, walls, or partitions.
- All work shall be executed in a craftsman like manner and shall present a neat mechanical appearance when completed. Contractor shall use only skilled mechanics regularly employed in the trade assigned.
- Certain equipment in these specifications may include reference to specific equipment of a particular manufacturer. However, this is not intended to limit competition, only to set standards for quality.
- The contractor shall dispose of the old equipment and any ductwork or smoke pipe removed.
- Broom clean work area daily.
- Where required by code/law, contractor must provide licensed electrician and/or plumbers.
- Installation must comply with NJ Uniform Construction Code.

Permit: **The contractor shall obtain all necessary permits before the start of the job and arrange for all inspections.**

Cutting and patching:

- The contractor shall do all of their own cutting and patching
- No cutting and patching of structural members will be permitted without specific and written permission of MCPS.
- It shall be the contractor's responsibility to supply equipment broken down into such sizes as to enable the equipment to be moved into the proper location in the building without damage to the building. No cutting of openings, removal of door frames, etc. shall be done without the written permission of MCPS. Any damage to the building or its contents shall be immediately repaired or replaced to the satisfaction to MCPS.

Ductwork:

- Supply a stamped ductwork drawing prior to installation.
- Shall be fabricated from galvanized sheet steel and coatings complying with ASTM standards. 24 gauge shall be minimum for ductwork.
- All fabrications, construction, details and installation procedures shall comply with both SMACNA and ASHRAE recommendations and shall have the proper noise/vibration isolation boots installed.
- Ductwork from new heater (both supply and return) shall be installed with necessary dampers, diffusers, return grills and proper R8 value insulation in such a manner as to heat/cool the building.

Testing and Final Inspection:

- Before final acceptance and payment, the contractor shall run an operational test on all equipment installed under this contract of sufficient duration to prove to the satisfaction of the owner that the equipment functions properly. The contractor shall supply necessary instruments for such tests. Should any malfunctions occur, the contractor shall correct these and perform another operational test to assure that all problems have been resolved.
- Contractor must schedule and provide proof of a successful final inspection by local officials.
- A certificate of approval from the Township is a requirement of payment.

Closeout Documents

- Manufacturer's operation and maintenance manuals
- Warranty information
- Shop drawings (as required)
- Certificate of approval from the Township

Guarantee: The contractor shall warrant and/or guarantee the following:

- For a period of one (1) year from the date of completion, as evidenced by the date of final acceptance, all work and materials shall remain in perfect working order and adjustment.
- Calls for repair during this period shall be available 24 hours and the contractor shall respond within 4 hours.
- For this one-year period, the contractor will remedy all defects in faulty materials and workmanship at no cost to the owner. Damage caused by the owner's abuse or neglect shall not be covered.
- The contractor shall pay for any damage to the facilities that are a direct result of faulty materials or workmanship
- MCPS, upon being aware of any defect, shall notify the contractor immediately.
- The contractor shall provide in writing proof of any extended warranties by the manufacturer.

Installation Time:

- Installation shall be completed within 30 days of notice to proceed, unless otherwise noted by The County. Installation times and dates are subject to MCPS approval and schedule of events. Work hours shall be 7:00 am-3:30pm Monday to Friday. No work will be allowed on weekends or Holidays.

Method of Award:

- MCPS reserves the right to accept or reject any or all bids and to award in a manner which is deemed to be in the best interest of the agency.
- MCPS reserves the right to reject any proposal based on what is in the best interest of the agency and monies available.

- The Proposal shall be awarded to the lowest reasonable and responsible bidder.
- Alternate items listed in the proposal may or may not be used.

SITE INSPECTION:

- **A voluntary walk-through will be held on Wednesday, January 4, 2023, at 9:00 am. at job site location. This is a voluntary walk - through to allow the bidders to familiarize themselves with the premises.**

LOCATION OF WORK

Historical Services Office #541
53 Longbridge Road
Holmdel Township, N.J. 07733

SCOPE OF WORK

Contractor shall supply and install an multi Heat Pump Air Conditioning system and 2 Heat Pump Air Handlers with 5KW electric heaters:

- Supply and install new outdoor 6-ton multi type heat pump condensing unit (Carrier/Toshiba MMY-MAP0726HT9P-UL) or equivalent. – Including new pad.
- Supply and install 2 new 3-ton Heat Pump Air Handler Units (Carrier/Toshiba MMD-AP0360VHG2UL) or equivalent.
- Supply and install 2 new 5KW electric heat units (Carrier/Toshiba TCB-HT501VDGUL) or equivalent.
- Provide all duct work, dampers, transitions, registers, and grills. (With exterior R8 insulation) for supply and return ductwork.
- Supply and install all diffusers (23) and return grills (3).
- Supply and install furnace mounting block for Air Handlers (DiversiTech FB-1) or equivalent.
- Supply and install required subpanel, electrical circuits, and disconnects.
- Supply and install 2 new 7-day programmable thermostats (1 upstairs and 1 downstairs.)
- Supply and install condensate piping.
- Charge new unit with R410A Puron refrigerant.
- Remove Boiler in basement, all radiators and exposed piping after Heat Pump installation.
- All permits and inspections are the responsibility of the contractor.
- Start-up and test unit per manufacturers installation requirements.
- Clean-up of work area after completion of job.

QUESTIONNAIRE

This questionnaire must be filled out and submitted with and as part of the Bid for **FURNISH, DELIVER, AND INSTALLATION OF MULTI HEAT PUMP AIR CONDITIONING SYSTEM AND 2 HEAT PUMP AIR HANDLERS WITH 5KW ELECTRIC HEATERS FOR HISTORICAL SERVICES BUILDING #541, HOLMDEL, NJ (BID #0074-22)** for the Monmouth County Park System. **Failure to complete this form or to truthfully provide any of the information required herein shall result in rejection of the Proposal/Bid.**

Answers should be typewritten or printed neatly in black or blue ink. Answers must be legible. Any answer that is illegible or unreadable will be considered incomplete. If additional space is required, the Proposer/Bidder shall add additional sheets and identify clearly the question being answered.

1. How many years has the Proposer/Bidder been in business as a contractor under your present name?

2. List any other names under which the Proposer/Bidder, its partners, members, owners or officers have conducted business in the past five years.

3. Has the Proposer/Bidder failed to perform any contract awarded to it by the Board of Recreation Commissioners in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.

4. Has any officer, member, owner or partner of the Proposer's/Bidder's business, under its current or any past name, ever failed to perform any contract that was awarded by the Board of Recreation Commissioners in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.

5. Has the Proposer/Bidder ever failed to make required payments pursuant to a government contract in the last five (5) years? If so, explain.

6. In the past three (3) years has the Proposer/Bidder, under its current or any past name, or any officer, member, owner, or partner of the Proposer/Bidder, ever failed to successfully perform the terms of a contract issued by a public entity? If yes, explain. A complete explanation is required.

8. Has the Proposer/Bidder, under its current or any past name, or any officer, owner, member or partner of the Proposer/Bidder, been involved in a lawsuit over a contract with a public entity or payment to a governmental unit in the last three (3) years? If yes, explain. A complete explanation is required.

10. Has the Proposer/Bidder, or any officer, member, owner, or partner of the Proposer/Bidder, under its current or any past name, ever filed for bankruptcy in the last seven (7) years? If yes, a complete explanation is required.

11. Is the Proposer/Bidder, or any of its owners, members, officers, or directors, involved in any Federal, State or other Governmental investigations concerning criminal or quasi-criminal violations? (if none, so state; if so, explain):

12. Has the Proposer/Bidder or any of its owners, members, officers or directors ever committed any violations of a Federal or State criminal or quasi-criminal statute? (if none, so state; if so, explain):

Signed: _____

Date: _____

Printed: _____

Company Name: _____