

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

**FURNISH, DELIVER, AND INSTALL REPLACEMENT GOLF COURSE
VARIABLE SPEED PUMP STATIONS**

BID NO: #0080-23

ADVERTISED: WEDNESDAY, JANUARY 10, 2024

BIDS DUE: WEDNESDAY, JANUARY 24, 2024 at 10:00AM

TO APPEAR IN PAPER: WEDNESDAY, JANUARY 10, 2024

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Monmouth County Board of Recreation Commissioners at the Monmouth County Park System Headquarters Building, Thompson Park, 805 Newman Springs Road, Lincroft, New Jersey 07738, until **10:00 a.m.**, prevailing time on **WEDNESDAY, JANUARY 24, 2024** and then publicly read aloud for the following:

**FURNISH, DELIVER, AND INSTALL REPLACEMENT GOLF COURSE
VARIABLE SPEED PUMP STATIONS (BID #0080-23)**

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

Bids must be submitted on the proposal form provided or an exact duplicate in the manner designated and required by the specifications. Bid submitted must be enclosed in a sealed envelope bearing the name and address of the bidder, the title of the bid, and the words “Sealed Bid.” Bids are to be addressed to the Purchasing Agent, Monmouth County Board of Recreation Commissioners, 805 Newman Springs Road, Lincroft, New Jersey 07738. Bids must be delivered at the place and before the hour mentioned above.

The Contractor will be required to comply with requirements of N.J.S.A. 10:2-1 (Anti-Discrimination in Employment), *N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq* (Equal Employment Opportunity), 42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act), *N.J.S.A. 52:32-44 et seq.* and (New Jersey Business Registration) and all other laws and regulations that apply to bidding and the performance of the proposed contract.

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. 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 if required, each of which shall be for 100% of the amount of the awarded Contract.

The Monmouth County Board of Recreation Commissioners reserves the right to waive any informality in, or to reject any or all bids, and to award contracts in whole or in part, if deemed in the best interest of the Board to do so.

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

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

By order of the Board of Recreation Commissioners of the County of Monmouth.

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

GENERAL CONDITIONS

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

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

16. MANDATORY BUSINESS REGISTRATION CERTIFICATE

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

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

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

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


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

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


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

(Revised 5/2017)

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

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

OR

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		<small>DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 322 TRENTON, N.J. 08646-0322</small>
TAXPAYER NAME:	TRADE NAME:	
ADDRESS:	SEQUENCE NUMBER:	
EFFECTIVE DATE:	ISSUANCE DATE:	
		 Acting Director New Jersey Division of Revenue
<small>FORM-BRC(05-01)</small>		<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>

(Revised 5/2017)

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

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

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

GENERAL SPECIFICATIONS

- INTENT:** It is the intent of this specification to describe and govern the **FURNISH, DELIVER, AND INSTALL REPLACEMENT GOLF COURSE VARIABLE SPEED PUMP STATIONS (BID#0080-23)** hereafter, referred to as the items.
- SCOPE:** The bidder is to furnish and deliver any or all items as called for in the specifications as instructed by the Agency.
- GENERAL:** The items shall be new and of the latest design. The items shall be furnished complete in every detail and ready for use when delivered to the Agency. Any item differing in minor details from these specifications may be considered, provided such differences are clearly noted and described in detail by the bidder and attached to the proposal and considered by the purchaser to be, in all essential respects in compliance with these specifications. If requested the bidder shall bring to the Agency, the items or a portion thereof, for a final inspection before the bid is awarded. The agency reserves the right to inspect manufacturing and warehouse facilities.
- 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.
- 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 if required, each of which shall be for 100% of the amount of the awarded Contract.
- EQUAL/TIE BIDS:** In the event of equal or tie bids, the agency reserves the right to award, at its discretion, to any one of the equal or tie bidders.
- PRICE DISCREPANCY:** If there is a discrepancy between the extended price and the unit price, the unit price shall prevail and the agency retains the right to recompute the extended price.
- The agency also retains the right to check tie addition of all extended prices regardless of whether or not there is a discrepancy between the extended prices and the unit price. If the total sum of the extended price is incorrect, as a result of the bidders faulty arithmetic calculations, the agency will substitute the correct price and inform the vendor of the change.
- GUARANTEE:** The bidder shall guarantee that the items and all its parts shall comply with this specification.
- PRODUCT:** Only manufactured and farm products of the United States wherever available, shall be used in the performance of the specifications.

QUANTITY: Quantities stated in the specifications are approximate quantities only, and the agency reserves the right to increase or decrease the quantities without increase or decrease in price.

PROPOSAL
FORM: Prices are to be quoted for each item to be bid upon by bidder. The Board of Recreation Commissioners reserves the right to accept or reject any or all items listed on the proposal and to award the contract in whole or in part as deemed in the best interest of the Board of Recreation Commissioners.

SAMPLE CONTRACT

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

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

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

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

This “**Agreement**” entered into this *{25th}* day of *{Month}*, 2021 by the “**Board**”, a body politic, with offices located at 805 Newman Springs Road, Lincroft, New Jersey 07738, and the “**Contractor**” a corporation with offices at *{Insert Vendor Address}*

IT IS AGREED:

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

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

liability to third parties. The provisions of this subsection shall survive termination of this Agreement.

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

To the Board:

Monmouth County Board of Recreation Commissioners
805 Newman Springs Road
Lincroft, NJ 07738
Attn: Andrew J. Spears, Director
Email: AndrewJ.Spears@co.monmouth.nj.us
Fax: 732-842-41628

with a copy to:

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

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

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

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

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

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

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

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

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

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

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

description of the scope of work set forth in this Agreement and the Bid, this Agreement shall prevail.

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

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

circumstance for which the Contractor is obligated to indemnify the County Indemnified Parties in accordance with and to the extent provided hereunder.

- 18) Forum for Litigation. It is the express intention of the parties that all legal actions and proceedings related to this Agreement or to any rights or any relationship between the parties arising therefrom shall be commenced before the Superior Court of New Jersey, venued in Monmouth County; provided, however, that when circumstances allow for federal jurisdiction (based on diversity of citizenship or otherwise), such legal actions and proceedings may be maintained in federal court having jurisdiction over the Board. The Contractor irrevocably consents to the jurisdiction of such courts in any such actions or proceedings, and the Contractor waives any objection it may have to the laying of the jurisdiction of any such action or proceeding.
- 19) Assignment. This Agreement is not assignable or transferrable to any party other than the Contractor without the express written permission of the Board, which may be withheld in the Board's sole discretion for any reason, or for no reason at all. This restriction includes changes in ownership of the Contractor that exceed fifty percent (50%) of the equity or other applicable interests held and disclosed at the time of entry into this Agreement. Any such approval given in one instance shall not relieve the assigning party of its obligation to obtain the prior written approval of the other party to any further assignment. The approval of any assignment shall not operate to release either party from any of its obligations under this Agreement unless the written approval specifically provides otherwise. Any assignment of this Agreement shall require the assignee to assume the performance of and observe all obligations, representations and warranties of the assigning party under this Agreement. This paragraph is not intended to constrain the Contractor's ability to enter customary subcontracts for performing various portions of the contract services, and for furnishing equipment and materials, subject however to the Contractor's obligation to engage the designated subcontractors named in its proposal.
- 20) Amendments. Neither this Agreement nor any provision hereof may be changed, modified, amended or waived except by written agreement duly executed by both parties.
- 21) Drafting Responsibility. Neither party shall be held to a higher standard than the other party in the interpretation or enforcement of this Agreement as a whole or any portion hereof as a result of having assumed primary drafting responsibility of this Agreement.
- 22) Acceptance of Final Payment. Acceptance of the final payment by the Contractor shall be considered a release in full of all claims against the Board arising out of, or by reason of, the work performed and materials furnished under the Agreement.
- 23) Set-Off. Should Contractor either refuse or neglect to perform the service which Contractor is required to perform in accordance with the terms of this Agreement, and if expense is incurred by the Board by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent the Board from pursuing any other remedy to which it may be entitled.
- 24) Liquidated Damages. This Agreement provides for the payment of liquidated damages in certain circumstances of nonperformance, breach and default. Each party agrees that the damaged party's actual damages in each such circumstance would be difficult or impossible to ascertain and that the liquidated damages provided for herein with respect to each such circumstance are intended to place the damaged party in the same economic position as it would have been in had the circumstance not occurred. Except as otherwise specifically provided herein, such liquidated damages shall constitute the only remedy in such circumstances by the nonperforming, breaching or defaulting party, regardless of legal theory.

25) Prevailing Wage.

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

IN WITNESS WHEREOF, the parties have signed this agreement.

MONMOUTH COUNTY BOARD
OF RECREATION COMMISSIONERS

{VENDOR NAME}

BY: _____
Kevin Mandeville, Chairman

BY: _____

ATTEST: _____
Andrew J. Spears, Director

ATTEST: _____

DATE: _____

DATE: _____

RESOLUTION NO: _____

PURCHASE ORDER NO: _____

PREVAILING WAGE:

The Contractor and all Subcontractors will be required to comply with the requirements of Chapter 150 of New Jersey Laws of 1963, known as the "New Jersey Prevailing Wage Act."

Bidders, by submitting their Bids, pursuant to N.J.S.A. 34:11-56.38 (regarding the State of New Jersey list of debarred contractors and subcontractors), attest that neither they, their company, nor any of their proposed Subcontractors are prohibited from being awarded their Contracts for the Work for failure to pay Prevailing Wages.

Regulations of the New Jersey Department of Labor (N.J.A.C. 12:60-1) require the Contractor and its subcontractors to submit certified payroll records to the Owner within ten days of the payment of wages. A copy of the certified payroll form for submission of payroll records may be obtained by contacting the New Jersey Department of Labor, Division of Workplace Standards.

Current Prevailing Wage rates and list of debarred contractors are available online at:

https://www.nj.gov/labor/wagehour/wagerate/pwr_construction.html

Phone: 609-292-2283

PUBLIC WORKS CONTRACTOR REGISTRATION ACT:

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

**SPECIFICATIONS FOR FURNISH, DELIVER, AND INSTALL REPLACEMENT
GOLF COURSE VARIABLE SPEED PUMP STATIONS
TO THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS,
LINCROFT, NEW JERSEY 07738**

- SCOPE:** It shall be the purpose of this contract to make available to the Monmouth County Park System authorized sources for the replacement of variable speed pump stations, as specified herein.
- PROPOSAL:** The attached proposal must be submitted in order for bidders to be considered. Contractors currently supplying the Monmouth county parks System must reapply.
- METHOD OF AWARD:** Contract award will be made on a proposal by proposal basis, based on the lowest responsive and responsible bidder per proposal. Bidders may bid on any or all proposals.

PROPOSAL #1

Charleston Springs North Golf Course

PROJECT SITE PARAMETERS

Pump set: 13 FT – 6 IN

Wet well Depth: 14 FT – 6 IN

Wet well Diameter: 72 IN Inlet

Condition: WETWELL

Supply Power: 480Y/277 3PH 60HZ

Existing Station FTX#: 6839A

Pump Station Requirements: 1800 GPM AT 100 PSI AT STATION DISCHARGE

SCOPE OF SUPPLY

MCI UL Listed QCZJ Packaged Pump Station

Model Number: PPS-N-VT3-1800-100-SV-P-48-3-6

Built Under ISO9001:2015 Certification

Main Control Panel

Custom Enclosure

- UL 508a Listed Control Panel Custom Engineered & Manufactured in Same Facility as Pump Station
- Watertight UL Type 4 Enclosure, for Corrosive Environments
- 72INx60INx18IN (HxWxD),,Final Panel Size Confirmed in Approval Drawings
- 12 ga. Mild Steel Construction with Self-Healing Zinc Primer and Superior Outdoor Rated Powder Coated Textured Finish

- Heavy Duty Concealed Hinge / 3- Point Latch with Handle (Pad Lock Capable), Easily Removeable Doors and Center Post for Servicing
- Rigid Steel Backplate with Pure White Powder Coat
- Stainless Steel Doorstop(s), (Standard on All Doors)
- 12IN Data Pocket Containing All Pertinent Panel Documentation and As Built Drawings for Easy in Field Reference
- Manufactured in the USA

Cooling/Heating

- QTY (1) UL Listed Low Maintenance Heat Exchanger Designed for Energy Efficient Cooling and Increased Electrical Component Longevity
- Main Power
- 400-Amp Main Fused Disconnect to Protect Valuable and Critical Components from Overloads and Abnormal Supply Power Conditions
- Industry Leading Short Circuit Current Rating (SCCR) of 100,000 Amps to Impede Catastrophic Failure
- Type 1 Surge Protection w/Status Indicators for Safeguarding of Electrical System Against Destructive Transient Power Surges
- Active Incoming Line Phase Monitor W/Primary Fusing for Detection of Voltage Imbalance, Phase Sequence, and Loss of Phase
- Regulated & Adjustable DC Power Supply for Safe User Operation and Stable Clean Power to Control Processing Components
- GFCI Outlet for Convenient Laptop Power
- Robust Industrial Control Power Transformer w/Primary Fusing
- Pump/Motor Control/Power
- Control & Power for QTY (1) 5 HP Pressure Maintenance Pump/Motor with XL Operation
- Green Illuminated Off/On Switch with Running and Blinking Fault Indication
- Pump/Motor Running Feedback
- XL Operation
- Advanced Fuse Protection Technology for Safeguarding Against Power Surges and Overloads
- Solid State Overload Protection with Precise Monitoring Per Motor and Shutdown Safety
- Control & Power for QTY (3) 50 HP Main Pump/Motor with Single Shared VFD/XL Operation
- Green Illuminated Off/On Switch with Running and Blinking Fault Indication
- Pump/Motor Running Feedback
- Wired for Motor Space Heater

- Variable Frequency Drive Operation
- High Accuracy Pump/Motor Speed Control
- Manual VFD Speed Pot
- VFD Bypass Switch Per VFD for Alternate Pressure Control Mode in the Event of VFD Failure
- Equipped With Input Impedance Per VFD for Smooth, Stable, & Consistent Power
- Fast Acting Fusing for VFD Protection
- VFD Fault with Auto Restart
- 6-Year Warranty on VFD Including Coverage Against Damages from Momentary Line or Load Anomalies such as Lightning Strikes.
- XL Operation
- Advanced Fuse Protection Technology for Safeguarding Against Power Surges and Overloads
- Solid State Overload Protection with Precise Monitoring Per Motor and Shutdown Safety Including Contactor Interlocks for Safe Operation
- Control Features & Hardware
- Allen Bradley Compactlogix Fast Processing Robust PLC for Self-Sufficient Automatic Operation
- Allen Bradley 10IN Panelview High Resolution Display with Intuitive Color Operator Control and Monitoring of Critical Processes
- System “Full Size” Type 4 Operator Control Devices
- Manual/Off/Auto System Control
- Red Illuminated Fault Push Button
- Blue Illuminated Maintenance Light
- PLC Flow Adjustable Fertigation Run Relay with Dry Contacts
- System Safeties:
- Main Inlet Safety
- Low Level Shutdown w/Auto Reset
- Low Discharge Pressure Shutdown/Hard Fault
- High Discharge Pressure Shutdown w/Auto Restart
- Phase Failure, Imbalance, and Low Voltage Protection
- Operation Features
- Door Device Lamp Test Function
- Automatic Alternation of Pumps Based on Least Run Time
- Intelligent Slow Ramp Feature for Automatic Line Fill
- 3-Year Flow Total Logging Day/Week/Month/Year
- Pump Run Times
- Event Log

- Flow and Station Trending
- Assignable I/O
- Multi-Parameter Adjustable Pump Station Lockout
- Lockout Parameters: *Individualized Day/Time Settings*
- Pressure Setpoint/Max
- External Input
- Max Number of Pumps Allowed
- Power Consumption
- Max VFD Speed
- Lake Level Control
- Hand/Off/Auto Selector Switch
- Sensor Included in System Instrumentation Section
- MCI Remote Cell Monitoring w/1 Year Activation
- nSite, MCI's Cloud Based Solution NO SUBSCRIPTION FEE
- Scheduled Monthly Email with Flow Report in Excel Format
- Access To One Full Year of Pressure, Flow, Alarms and Event Data
- Remote Pump Station Disable Feature from Any Smart Device Or PC
- Factory Support Remote Access to PLC/HMI and VFD for Programming and Troubleshooting
- nAlert
- Manage Maintenance Due Dates for All Aspects of Maintenance on Your Pumping Station
- Control Features & Hardware
- Allen Bradley Compactlogix Fast Processing Robust PLC for Self-Sufficient Automatic Operation
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- System Safeties:
- Main Inlet Safety
- Low Level Shutdown w/Auto Reset
- Low Discharge Pressure Shutdown/Hard Fault
- High Discharge Pressure Shutdown w/Auto Restart
- Lake Level Controls

- HOA Selector Switch
 - Level Transmitter
- Fertigation Relay
- Phase Failure, Imbalance, and Low Voltage Protection
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- Sensor Included in System Instrumentation Section
- MCI Remote Cell Monitoring w/1 Year Activation
- nSite, MCI's Cloud Based Solution NO SUBSCRIPTION FEE
- Scheduled Monthly Email with Flow Report in Excel Format
- Access To One Full Year of Pressure, Flow, Alarms and Event Data
- Remote Pump Station Disable Feature from Any Smart Device Or PC
- Factory Support Remote Access to PLC/HMI and VFD for Programming and Troubleshooting
- nAlert
- Manage Maintenance Due Dates for All Aspects of Maintenance on Your Pumping Station
- High Strength Construction, Engineered to Maximize Stable, Efficient Power Transmission Between Motor and Pump
- Threaded Carbon Steel Column Pipe Including Water Lubricated Low Friction Line Shaft Bearings with Vibration Minimizing 5 FT Maximum Spacing
- Stainless Steel Mesh Pump Strainer with Easy to Attach SS Clips

- MOTOR
- 50 HP, 1800 RPM, 460/3/60, Premium Efficient, Vertical Hollow Shaft Motors with Motor Space Heaters, and Non-Reverse Ratchets
- VALVES
- 6IN Full 316SS Grooved Pump Discharge Isolation Valve w/ Lever Actuator Offering Vibration Minimization and Increased Installation/Service Flexibility
- 6IN Pump Silent Wafer Check Valves with Corrosion and Abrasion Resistant Fusion Bonded Epoxy, SS Disc, and Heavy-Duty Spring to Reduce Hydraulic Shock
- Station Isolation Valving
- 8IN Station Discharge Isolation Butterfly Valve w/Gear Operator, Corrosion-Inhibiting 316SS Disc and EPDM Elastomers, Abrasion Resistant Fusion Bonded Body, and 250PSI Bubble Tight Shutoff Capacity
- 316SS Threaded Ball Valves, 1.5IN and Below
- Station Pressure Relief Valve
- Fusion Bonded Epoxy Cla-Val 50-01 4IN Station Pressure Relief Valve with Corrosion Mitigating 316SS Internals, Bronze Piloting, Piped to Wetwell with Isolation Butterfly Valve w/Lever Operator, SS Disc, EPDM Elastomers, and Bonnet Quick Air Purge Ball Valve
 -
- Station Filtration and Controls
- QTY (1) 10IN VAF Filter(s) Model V2000 with Full 316SS Body, Dual Stage 300- micron Self Cleaning Filtration System, and Low Waste Automatic Flush Assembly
- Control and Power
- QTY (1) Filter Inlet Pressure Transducer
- 316SS Multi-output Programmable Pressure Transducer, with Local Display, Protective Display Cap, and Cordset
- Manual/Off/Auto Filter Flush Control Switch for Flush Operation Control
- Filter Run Command (Auto & Manual)
- Filter Operation Feedback Sensor
- Filter Fault
- Valving and Piping
- 10IN Isolation Butterfly Valve w/Gear Operator, Corrosion-Inhibiting 316SS Disc and EPDM Elastomers, Abrasion Resistant Fusion Bonded Body, and 250PSI Bubble Tight Shutoff Capacity
- 2IN Electrically Actuated, 24VDC, Non-Clog Butterfly Valve with Corrosion-Inhibiting 316SS Disc, EPDM Elastomers, Abrasion Resistant Fusion

- Bonded Body, and 250PSI Bubble Tight Shutoff Capacity
- 10IN Flomatic Globe Check Valve with Corrosion and Abrasion Resistant Fusion Bonded Epoxy, SS Disc, and Heavy-Duty Spring to Reduce Hydraulic Shock
 - High Strength Construction, Engineered to Maximize Stable, Efficient Power Transmission Between Motor and Pump
 - Threaded Carbon Steel Column Pipe Including Water Lubricated Low Friction Line Shaft Bearings with Vibration Minimizing 5 FT Maximum Spacing
 - Stainless Steel Mesh Pump Strainer with Easy to Attach SS Clips
 - MOTOR
 - 50 HP, 1800 RPM, 460/3/60, Premium Efficient, Vertical Hollow Shaft Motors with Motor Space Heaters, and Non-Reverse Ratchets
 - VALVES
 - 6IN Full 316SS Grooved Pump Discharge Isolation Valve w/ Lever Actuator Offering Vibration Minimization and Increased Installation/Service Flexibility
 - 6IN Pump Silent Wafer Check Valves with Corrosion and Abrasion Resistant Fusion Bonded Epoxy, SS Disc, and Heavy-Duty Spring to Reduce Hydraulic Shock
 - Station Isolation Valving
 - 8IN Station Discharge Isolation Butterfly Valve w/Gear Operator, Corrosion-Inhibiting 316SS Disc and EPDM Elastomers, Abrasion Resistant Fusion Bonded Body, and 250PSI Bubble Tight Shutoff Capacity
 - 316SS Threaded Ball Valves, 1.5IN and Below
 - Station Pressure Relief Valve
 - Fusion Bonded Epoxy Cla-Val 50-01 4IN Station Pressure Relief Valve with Corrosion Mitigating 316SS Internals, Bronze Piloting, Piped to Wetwell with Isolation Butterfly Valve w/Lever Operator, SS Disc, EPDM Elastomers, and Bonnet Quick Air Purge Ball Valve
 - Station Filtration and Controls
 - QTY (1) 10IN VAF Filter(s) Model V2000 with Full 316SS Body, Dual Stage 300- micron Self Cleaning Filtration System, and Low Waste Automatic Flush Assembly
 - Control and Power
 - QTY (1) Filter Inlet Pressure Transducer
 - 316SS Multi-output Programmable Pressure Transducer, with Local Display, Protective Display Cap, and Cordset
 - Manual/Off/Auto Filter Flush Control Switch for Flush Operation Control

- Filter Run Command (Auto & Manual)
 - Filter Operation Feedback Sensor
 - Filter Fault
 - Valving and Piping
 - 10IN Isolation Butterfly Valve w/Gear Operator, Corrosion-Inhibiting 316SS Disc and EPDM Elastomers, Abrasion Resistant Fusion Bonded Body, and 250PSI Bubble Tight Shutoff Capacity
 - 2IN Electrically Actuated, 24VDC, Non-Clog Butterfly Valve with Corrosion-Inhibiting 316SS Disc, EPDM Elastomers, Abrasion Resistant Fusion Bonded Body, and 250PSI Bubble Tight Shutoff Capacity
 - 10IN Flomatic Globe Check Valve with Corrosion and Abrasion Resistant Fusion Bonded Epoxy, SS Disc, and Heavy-Duty Spring to Reduce Hydraulic Shock
 -
 - **Cellular Central Irrigation Communication Package**
-

Included

- Allows the Toro or Rainbird Irrigation Central Computer to Communicate Directly with the MCI Flowtronex Pump Station.
 - Allows User Defined Adjustments During Scheduled Irrigation Cycles
- **On-Site Set Supervision, Start Up and Training Included in Pricing**
 - **Pricing Includes Installation of Pump Station & Z pipe, Crane Charges, Removal of Existing System**
 - **Review and Approve Shop Drawings before build.**
 - **All electrical wiring to be new to the disconnect / breaker and conform to New Jersey code.**

Bidder reserves the right to substitute alternate products for any named brand products based on availability.

Additional Warranty items

- Warranty Includes crane if needed
- 6-year warranty on Variable frequency drive (Includes Lightning Damage Coverage and Labor to Replace)
- 6-Year Warranty on ALL COMPONENTS IN ELECTRICAL PANEL, Inclusive of power related damage such as lightning. Includes parts only.
- 2-year warranty on Station

PROPOSAL #2
Charleston Springs South Golf Course
Variable Speed Pump Station

PROJECT SITE PARAMETERS

Requirements: 1200 GPM at 105 PSI at station
discharge Supply Power: 460/3/60
Pumpset: 17'
Wetwell Depth: 18' Wetwell Size: 60"

SCOPE OF SUPPLY

MCI UL Listed QCZJ Packaged Pump Station
Part Number PPS-N-VT2-1200-105-SV-P-48-3-6

UL Listed Pump Station complete with skid, sch40 steel manifolds, isolation valves, vertical turbine pumps/motors, filters, check valves and discharge flow meter. Standard MPC controls with single VFD drive and alternating contactors so each main motor may run XL or VFD.

Built under ISO9001:2015 certification.

All electrical wiring to be new to the disconnect / breaker and conform to New Jersey code.

MPC Standard Controls

- UL 508a Listed Control Panel
- Short Circuit Current Rating 100 ka
- NEMA 3R Enclosure
 - 3 Point Latch
 - Carbon Steel w/ Powder Coat Finish
- UL Listed heat exchanger
- 400-amp Main Fused Disconnect
- Type 1 Surge Protection w/status indicators
- Incoming Line Phase Monitor w/primary fusing
- PM Pump 5 HP
 - Class J fuses/block per contactor
 - AB Contactor w/1 AB SS OL per motor
- 2 Ea. Main Pump 60 HP
 - 1 Ea. 60HP Variable Frequency Drive w/high speed JKS fuse protection
 - 3 ½% DC Input Link Reactor
 - Door Mounted Keypad

60 HP 6 Year Warranty on VFD which includes coverage against damages from momentary line or load anomalies such as lightning strikes.

- Class J fuses/block per contactor
- AB Interlocked Contactors w/1 AB SS OL per main motor
- AB compactlogix PLC Platform
- AB 10" Panelview +7 Color HMI

- Inhand Network Switch with Modem
- AB DC Power Supply
- AB “Full Size” 30 mm N4 Door Devices
 - Green Illuminated Switch per pump
 - System Switches: System Control, Low Discharge, VSD Bypass, PLC Bypass, Speed Pot and Red Illuminated Fault Push Button
- GFCI Outlet
- Control Power Transformer w/primary/secondary fusing
- 1 EA. VAF Filter Flush Control
- Flow Signal Input: 4-20mA
- Lake Level Controls
 - HOA Selector Switch
 - Level Transmitter
- Fertigation Relay
- Safeties:
 - Low level shutdown
 - Low discharge pressure shutdown
 - High discharge pressure shutdown w/auto restart
 - VSD fault with auto restart
 - Solid State Overload shutdown per motor
 - Phase Failure, Imbalance and low voltage protection
- Operation Features
 - Lamp Test Function
 - Automatic alternation of pumps based on least run time
 - Intelligent Slow Ramp feature for automatic line fill
 - VFD Bypass
- 10” Color Touch screen interface
 - 3 Year Flow Total Logging Day/Week/Month/Year
 - Pump Run Times
 - Event Log
 - Flow and Station Trending
 - Assignable I/O
- **MPC Remote Cell Monitoring w/1 Year Activation**
- **Remote pump station disable feature from any smart device or PC**
- **Factory support remote access to PLC/HMI and VFD for programming and troubleshooting**
- **nSite, MCI’s Cloud Based Solution NO SUBSCRIPTION FEE**
 - Scheduled monthly email with flow report in Excel format
 - Access to one full year of pressure, flow, alarms and event data
- **nAlert**
 - Manage maintenance due dates for all aspects of maintenance on your pumping station.
 - Warning light, display message and email alert when due.
 - Monitor and report irregular operation of irrigation system, pump system and filter system.

Instrumentation

- 2 EA. SS Panel Mounted Pressure Transducer 0-250 PSIG
- 6" Magnetic Flowmeter with local access display, flanged connections, ebonite liner and an accuracy of .4% of indicated value
- 2 EA. 4" Pipe Mounted Pressure Gauge/s w/316SS isolation ball valve

Pumps

- 2 Ea. 60 HP Vertical Turbine Pumps, **(82.10% Efficiency)**, 17' Pump Length (Unconfirmed), each rated for 600 GPM @ 273'TDH including station losses. To include;
 - Cast Iron Bowls w/316 Investment cast SS Impellers
 - 416SS Stainless Steel Shafting
 - Impeller collets
 - Water lubricated line shaft bearings with maximum 5 ft. spacing
 - **MCI custom leak less packing system designed to prevent water from leaking on the pump skid.**
 - MCI Fusion Bonded Epoxy coated internal/external Fabricated Steel Discharge Heads
 - Threaded Carbon Steel Column pipe, Standard wall thickness, 5' ft. sections.
 - Stainless Steel Pump Strainer
 - 60 HP, 1800 RPM, 460/3/60, premium efficient, Vertical Hollow Shaft Motors with motor space heaters and non-reverse ratchets.
- 1 Ea., PM, 5 HP Submersible SS Pump & Motor. With 2" Fusion Bonded Epoxy Coated pump head and 304SS discharge threaded column pipe.

Isolation Valves

- 6" Station Discharge isolation butterfly valve w/gear operator, 316SS disc and EPDM elastomers, fusion bonded body, rated for 250PSI.
- 2" and 6" Grooved Pump Isolation Valves with lever actuator.
- 2" and 6" Pump silent wafer check valves coated with fusion bonded epoxy and SS disc.
- 316SS threaded ball valves, 1.5" and below

Relief Valves Standard Fusion Bonded Epoxy Inside/Out w/ Bronze Trim

- ClaVal 50-01 3" Station pressure relief valve with bronze trim, piped to wetwell with Discharge isolation butterfly valve w/lever operator, SS disc and EPDM elastomers, fusion bonded body.

Station Filter w/bypass

- 1 Ea. 8", VAF Filter Model V1500, 300 micron, with 2" x 4" filter flush valve assembly piped to skid edge and flanged.
- 8" Lug isolation butterfly valves, w/gear operator, SS disc and EPDM elastomers, fusion bonded body.

- 8" silent wafer check valve with fusion bonded epoxy coated body and SS disc.

Skid

- 8" Structural skid system
- Integral Wet Well Access Hatch(s)
- Steel Grit blasting to SSPC-10 of station structural steel.
- Poly Powder coated non-skid paint system

Piping

- Steel Grit blasting to SSPC-6 of station piping.
- NSF61 fusion bonded epoxy powder coating of all piping 2" and above internal and externally.
- Piping 2" and below to be 304SS
- Hose Bibb connection

Transition-Pipe

- 6" Flanged X 12" PE Discharge transition pipe with 45-degree elbows and swivel

On-Site Set Supervision, Start Up and Training Included in Pricing

Pricing Includes Installation of pump station & Z pipe, Crane Charges, Removal of Existing System

Review and Approve Shop Drawings before build.

All electrical wiring to be new to the disconnect / breaker and conform to New Jersey code.

Bidder reserves the right to substitute alternate products for any named brand products based on availability.

- **Cell Connect for Single Pump Station Connection to Irrigation Central - Included**

Additional Warranty items

- **Warranty Includes crane if needed**
- **6-year warranty on Variable frequency drive (Includes lightning damage coverage and labor to replace)**
- **6 Year Warranty on ALL COMPONENTS IN ELECTRICAL PANEL, Inclusive of power related damage such as lightning. Includes parts only.**
- **2-year warranty on Station**

**PROPOSAL #3
HOMINY HILL GOLF COURSE**

PROJECT SITE PARAMETERS

PUMPSET: 8' 10"

WETWELL DEPTH: 9' 10"

WETWELL DIAMETER: 60"

SUPPLY POWER: 480Y/277 3PH 60HZ

EXISTING STATION: FTX#: 3140

PUMP STATION REQUIREMENTS: 1500 GPM AT 120 PSI AT STATION
DISCHARGE

SCOPE OF SUPPLY

MCI UL LISTED QCZJ PACKAGED PUMP STATION
MODEL NUMBER: PPS-N-VT3-1500-120-SV-P-48-3-6
BUILT ORFER ISO9001:2015 CERTIFICATION

All electrical wiring to be new to the disconnect / breaker and conform to New Jersey code.

Main Control Panel

Custom Enclosure

- UL 508a Listed Control Panel Custom Engineered & Manufactured in Same Facility as Pump Station
- Watertight UL Type 4 Enclosure, for Corrosive Environments
- 72INx60INx18IN (HxWxD),,Final Panel Size Confirmed in Approval Drawings
- 12 ga. Mild Steel Construction with Self-Healing Zinc Primer and Superior Outdoor Rated Powder Coated Textured Finish
- Heavy Duty Concealed Hinge / 3- Point Latch with Handle (Pad Lock Capable), Easily Removeable Doors and Center Post for Servicing
- Rigid Steel Backplate with Pure White Powder Coat
- Stainless Steel Doorstop(s), (Standard on All Doors)
- 12IN Data Pocket Containing All Pertinent Panel Documentation and As Built Drawings for Easy in Field Reference
- Manufactured in the USA

Cooling/Heating

- QTY (1) UL Listed Low Maintenance Heat Exchanger Designed for Energy Efficient Cooling and Increased Electrical Component Longevity

Main Power

- 400-Amp Main Fused Disconnect to Protect Valuable and Critical Components from Overloads and Abnormal Supply Power Conditions
- Industry Leading Short Circuit Current Rating (SCCR) of 100,000 Amps to Impede Catastrophic Failure
- Type 1 Surge Protection w/Status Indicators for Safeguarding of Electrical System Against Destructive Transient Power Surges

- Active Incoming Line Phase Monitor W/Primary Fusing for Detection of Voltage Imbalance, Phase Sequence, and Loss of Phase
- Regulated & Adjustable DC Power Supply for Safe User Operation and Stable Clean Power to Control Processing Components
- GFCI Outlet for Convenient Laptop Power
- Robust Industrial Control Power Transformer w/Primary Fusing

Pump/Motor Control/Power

- Control & Power for QTY (1) 5 HP **Pressure Maintenance Pump/Motor** with XL Operation
 - Green Illuminated Off/On Switch with Running and Blinking Fault Indication
 - Pump/Motor Running Feedback
 - XL Operation
 - Advanced Fuse Protection Technology for Safeguarding Against Power Surges and Overloads
 - Solid State Overload Protection with Precise Monitoring Per Motor and Shutdown Safety
- Control & Power for QTY (3) 50 HP **Main Pump/Motor** with Single Shared VFD/XL Operation
 - Green Illuminated Off/On Switch with Running and Blinking Fault Indication
 - Pump/Motor Running Feedback
 - Wired for Motor Space Heater
 - Variable Frequency Drive Operation
 - High Accuracy Pump/Motor Speed Control
 - Manual VFD Speed Pot
 - VFD Bypass Switch Per VFD for Alternate Pressure Control Mode in the Event of VFD Failure
 - Equipped With Input Impedance Per VFD for Smooth, Stable, & Consistent Power
 - Fast Acting Fusing for VFD Protection
 - VFD Fault with Auto Restart
 - 6-Year Warranty on VFD Including Coverage Against Damages from Momentary Line or Load Anomalies such as Lightning Strikes.
 - XL Operation
 - Advanced Fuse Protection Technology for Safeguarding Against Power Surges and Overloads
 - Solid State Overload Protection with Precise Monitoring Per Motor and Shutdown Safety Including Contactor Interlocks for Safe Operation

Control Features & Hardware

- Allen Bradley Compactlogix Fast Processing Robust PLC for Self-Sufficient Automatic Operation

- Allen Bradley 10IN Panelview High Resolution Display with Intuitive Color Operator Control and Monitoring of Critical Processes
 - System “Full Size” Type 4 Operator Control Devices
 - Manual/Off/Auto System Control
 - Red Illuminated Fault Push Button
 - Blue Illuminated Maintenance Light
 - PLC Flow Adjustable Fertigation Run Relay with Dry Contacts
 - System Safeties:
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 - 3-Year Flow Total Logging Day/Week/Month/Year
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 - **Remote Pump Station Disable Feature from Any Smart Device Or PC**
 - **Factory Support Remote Access to PLC/HMI and VFD for Programming and Troubleshooting**
 - **nAlert**
 - Manage Maintenance Due Dates for All Aspects of Maintenance on Your Pumping Station
- Warning Light, Display Message and Email Alert When Due
- Monitor and Report Irregular Operation of Irrigation System, Pump System and Filter System

System Instrumentation

- 316SS Low Level Probe Set with PNR Relay
- Submersible Level Transducer
 - 0-34.6' 316SS Level Transducer with Filter, Extra Weight, and 60 FT Cable
- Discharge Pressure Transducer
 - 316SS Multi-output Programmable Pressure Transducer, with Local Display, Protective Display Cap, and Cordset
- 6IN Networkable Magnetic Flowmeter with Local Flow Display, Fertigation Frequency Output Prewired to Panel Terminals, Corrosion Resistant NSF-61 Approved Lining, Flanged Connections, and Precise 0.5% Flow Measurement Accuracy
- 4IN 316SS Pressure Gauges with Full Body 316SS Monolithic Block and Bleed Valves

Pump Assemblies

- **QTY (1) 5 HP Submersible SS Pressure Maintenance Pump & Motor**
 - **PUMP**
 - 304SS Interchangeable Pump Bowls Featuring Optimized Hydraulic Surfaces for Increased Performance and Efficiency
 - 304SS Corrosion Resistant Impellers Including Thrust Balancing Stop Rings
 - 304SS Threaded, High Strength Discharge Column Pipe
 - 2IN Fusion Bonded Epoxy Coated SCH40 Pump Head
 - **MOTOR**
 - 5 HP, 460/3/60, Premium Efficient, Corrosion Resistant 304SS Submersible Motor
 - **VALVES**
 - 2IN Full 316SS Grooved Pump Discharge Isolation Valve w/ Lever Actuator Offering Vibration Minimization and Increased Installation/Service Flexibility
 - 2IN Pump Silent Wafer Check Valves with Corrosion and Abrasion Resistant Fusion Bonded Epoxy, SS Disc, and Heavy-Duty Spring to Reduce Hydraulic Shock
- **QTY (3) 50 HP Vertical Turbine Main Pump, (82% Efficiency), Each Rated for 500 GPM @ 296 FT TDH Including Station Losses. To Include:**
 - **PUMP**
 - Minimum 375PSI High Pressure Rated Cast Iron Bowls w/316SS Investment Cast Impellers for Superior Corrosion Resistance, Improved Performance at Higher Pressure, and Extended Pump Lifespan
 - High Strength, Corrosion Resistant, Rotationally Balanced 416SS Stainless Steel Shafting

- 416SS Head Shaft Including Bronze Adjusting Nut and Gib Key
 - MCI Custom Teflon Pump Sealing Packing System Designed to Prevent Water from Leaking on the Pump Skid While Providing Shaft Cooling
 - MCI Fusion Bonded Epoxy Coated Fabricated Carbon Steel Discharge Heads
- Pump Heads Feature MCI's Integral, Maintenance Free Air Relief System with No Moving Parts to Purge Harmful Airlocks
 - High Strength Construction, Engineered to Maximize Stable, Efficient Power Transmission Between Motor and Pump
 - Threaded Carbon Steel Column Pipe Including Water Lubricated Low Friction Line Shaft Bearings with Vibration Minimizing 5 FT Maximum Spacing
 - Stainless Steel Mesh Pump Strainer with Easy to Attach SS Clips
 - **MOTOR**
 - 50 HP, 1800 RPM, 460/3/60, Premium Efficient, Vertical Hollow Shaft Motors with Motor Space Heaters, and Non-Reverse Ratchets
 - **VALVES**
 - 6IN Full 316SS Grooved Pump Discharge Isolation Valve w/ Lever Actuator Offering Vibration Minimization and Increased Installation/Service Flexibility
 - 6IN Pump Silent Wafer Check Valves with Corrosion and Abrasion Resistant Fusion Bonded Epoxy, SS Disc, and Heavy-Duty Spring to Reduce Hydraulic Shock

Station Isolation Valving

- 6IN Station Discharge Isolation Butterfly Valve w/Lever Operator, Corrosion-Inhibiting 316SS Disc and EPDM Elastomers, Abrasion Resistant Fusion Bonded Body, and 250PSI Bubble Tight Shutoff Capacity
- 316SS Threaded Ball Valves, 1.5IN and Below

Station Pressure Relief Valve

- Fusion Bonded Epoxy Cla-Val 50-01 4IN Station Pressure Relief Valve with Corrosion Mitigating 316SS Internals, Bronze Piloting, Piped to Wetwell with Isolation Butterfly Valve w/Lever Operator, SS Disc, EPDM Elastomers, and Bonnet Quick Air Purge Ball Valve

Skid

- Reinforced, Custom, Carbon Steel Pump Skid
 - Fabricated Using Heavy Duty, High Strength Structural Channel, Tubing, and Plate
 - Fully Seal Welded Pump Skid Deck Plate
 - Integral High Thrust Structural Pipe Supports
 - 1-Inch-Thick VT Pump Plate Over Wet Well to Provide Maximum

- Support and Vibration Dampening During Operation
- Removeable, Heavy-Duty Wet Well Access Hatch with Stainless Steel Hinges for Serviceability
- Self-healing, Corrosion Reducing, Zinc Powder Coat Primer
- Multi-Step, Thermally Cross-Linking, Non-slip Skid Powder Coating for Structural Protection and Operator Safety
- Corrosion and Wear Resistant Zinc Hardware

Station Piping

- Carbon Steel Station Piping
 - Custom Formulated, Electrostatically Adhering, Thermally Cross-Linking, Fusion Bonded Epoxy Coating
 - NSF 61 Certified, Drinking Water Safe, Fusion Bonded Epoxy Coating
 - Extreme Resistance to Corrosive Water and Harsh Chemicals
 - All Piping Above 2IN Shall Be Both Internally and Externally Coated
- Piping Below 2IN shall be 304SS
- Hose Bibb Connection for Handy, Pressurized Water Access
- Corrosion and Wear Resistant Zinc Hardware

MCI Lake Screen

- MCI32x32 304SS Lake Screen Rated for Up to 2100GPM
 - Triple Screen 304SS Mesh Design for Dependable Filtration at Maximum Flow
 - 304SS Hugger Band or Flange Adapter for Flexible Installation
 - 304SS Leg Kit for Drop-In Installation to Reduce Maintenance Costs from Wet Well Clean-Out

Cellular Central Irrigation Communication Package

Included

- Allows the Toro or Rainbird Irrigation Central Computer to Communicate Directly with the MCI Flowtronex Pump Station.
- Allows User Defined Adjustments During Scheduled Irrigation Cycles

Station Filtration and Controls

Included

- QTY (1) 8IN VAF Filter(s) Model V1500 with Full 316SS Body, Dual Stage 300-micron Self Cleaning Filtration System, and Low Waste Automatic Flush Assembly
 - **Control and Power**
 - QTY (1) Filter Inlet Pressure Transducer
 - 316SS Multi-output Programmable Pressure Transducer, with Local Display, Protective Display Cap, and Cordset
 - Manual/Off/Auto Filter Flush Control Switch for Flush Operation Control
 - Filter Run Command (Auto & Manual)
 - Filter Operation Feedback Sensor

- Filter Fault
- **Valving and Piping**
 - 8IN Isolation Butterfly Valve w/Gear Operator, Corrosion-Inhibiting 316SS Disc and EPDM Elastomers, Abrasion Resistant Fusion Bonded Body, and 250PSI Bubble Tight Shutoff Capacity
 - 2IN Electrically Actuated, 24VDC, Non-Clog Butterfly Valve with Corrosion-Inhibiting 316SS Disc, EPDM Elastomers, Abrasion Resistant Fusion Bonded Body, and 250PSI Bubble Tight Shutoff Capacity
 - 8IN Silent Wafer Check Valves with Corrosion and Abrasion Resistant Fusion Bonded Epoxy, SS Disc, and Heavy-Duty Spring to Reduce Hydraulic Shock
 - Filter Bypass Line with Isolation Valve and Piping to Match Materials and Coatings Specified in Station Piping Section
- 2IN x 4IN 304SS Flush Line Assembly Piped to Skid's Edge
- **On-Site Set Supervision, Start Up and Training Included in Pricing**
- **Pricing Includes Installation of pump station & Z pipe, Crane Charges, Removal of Existing System**
- **Review and Approve Shop Drawings before build.**
- **All electrical wiring to be new to the disconnect / breaker and conform to New Jersey code.**

Bidder reserves the right to substitute alternate products for any named brand products based on availability.

Additional Warranty items

- **Warranty Includes crane if needed**
- **6-year warranty on Variable frequency drive (Includes Lightning Damage Coverage and Labor to Replace)**
- **6-Year Warranty on ALL COMPONENTS IN ELECTRICAL PANEL, Inclusive of power related damage such as lightning. Includes parts only.**
- **2-year warranty on Station**

BIDDER'S CHECKLIST

BID #: 0080-23

(Owner's checkmarks)



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



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

<u> X </u>	Proposal (Original)	_____
<u> X </u>	Bid Guarantee (bid bond or guaranteed funds-certified/cashier's check)	_____
<u> X </u>	Surety Certificate (Consent of Surety)	_____
<u> X </u>	Statement of Ownership	_____
<u> X </u>	Non-Collusion Affidavit	_____
<u> X </u>	Acknowledgement of Addenda or Revisions (if any)	_____

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

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

THE UNDERSIGNED BIDDER HERewith SUBMITS THE ABOVE REQUIRED DOCUMENTS:

PRINT NAME OF BIDDER: _____

SIGNED BY: _____

PRINT NAME AND TITLE: _____

DATE: _____

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

SUBMITTED BY: _____
(Company Name)

PROPOSALS

FURNISH, DELIVER, AND INSTALL REPLACEMENT GOLF COURSE
VARIABLE SPEED PUMP STATIONS
TO THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS,
LINCROFT, NEW JERSEY 07738

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

PROPOSAL	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
1.	Charleston Springs North Course Variable Speed Pump Station	1	\$ _____	\$ _____
2.	Charleston Springs South Course Variable Speed Pump Station	1	\$ _____	\$ _____
3.	Hominy Hill Golf Course Variable Speed Pump Station	1	\$ _____	\$ _____

TAX EXEMPT #69-0220842

Variance if any: _____

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

CONTRACTOR NAME: _____

CONTACT PERSON: _____

SIGNATURE: _____

ADDRESS: _____

BUSINESS PHONE: _____ FAX NO.: _____

CELL PHONE NO.: _____ DATE: _____

E-MAIL ADDRESS: _____

FEDERAL TAX ID# OR SOCIAL SECURITY# _____

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.

CAUTION

REGARDING STATEMENT OF OWNERSHIP

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

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

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

STATEMENT OF OWNERSHIP

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

The CONTRACTOR is (check one):

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

I certify that:

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

OR

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

Name: _____ Address: _____

Name: _____ Address: _____

Name: _____ Address: _____

Check here if additional sheets are attached.

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

Publicly Traded Parent Company Disclosure:

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

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

CONTRACTOR _____

SIGNED BY: X _____

PRINT NAME & TITLE: _____

DATE: _____

(Corporate seal if a corporation)

NON-COLLUSION AFFIDAVIT

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

STATE OF _____) ss:

COUNTY OF _____)

Re: FURNISH, DELIVER, AND INSTALL REPLACEMENT GOLF COURSE VARIABLE
 SPEED PUMP STATIONS, BID #0080-23

I, _____ (name)

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

I am the _____ (title)

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

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

Signed: X _____

Subscribed and sworn to

before me this _____ day

of _____, 20__.

Notary Public of

My commission expires _____, 20__.

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

ACKNOWLEDGMENT OF ADDENDA/CLARIFICATION

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

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

Vendor Name: _____

PS/Bid #: _____

Signature: _____

Name (Please Print): _____

Title: _____

Date: _____

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

Solicitation Number: Bid #0080-23 **Bidder / Respondent:** _____

**Project Description: FURNISH, DELIVER, AND INSTALL REPLACEMENT GOLF COURSE
VARIABLE SPEED PUMP STATIONS**

PART 1 – CERTIFICATION – CHECK THE APPROPRIATE BOX:

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

OR

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

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

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

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

Relationship to Bidder / Respondent: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

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

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

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

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

Full Name (Print) _____ Signature: _____

Title: _____ Date: _____

EXHIBIT A

MANDATORY ANTI-DISCRIMINATION IN EMPLOYMENT LANGUAGE

N.J.S.A. 10:2-1

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

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

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

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

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

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

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

(Revised 2/2017)

EXHIBIT B

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

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

(Revised 2/2017)

EXHIBIT C

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

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

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

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

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

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: _____