

Joseph H. Vicari, Director Gary Quinn, Deputy Director Barbara Jo Crea, Commissioner Virginia E. Haines, Commissioner John P. Kelly, Commissioner

Tristin J. Collins, Director, Management & Budget Jennifer L. Bowens, Purchasing Agent

County of Ocean Administration Building 101 Hooper Avenue Toms River, NJ 08754

### BID

### AGRICULTURAL SUPPLIES

### *2023*

ADVERTISEMENT DATE: October 4, 2023 OPENING: October 24, 2023, 11:00 am

Bid Category: 02-Agricultural Equipment and Related Products and Services

### NOTICE TO BIDDERS

**NOTICE IS HEREBY GIVEN** that sealed bids for the furnishing and delivery of **AGRICULTURAL SUPPLIES** for the County of Ocean, will be received by the Purchasing Agent of the County of Ocean on **Tuesday, October 24, 2023** at **11:00 am,** prevailing time.

Bids will be received electronically via the County's Online Procurement Portal: <u>https://procurement.opengov.com/portal/oceancounty/</u>

Specifications and form of proposal are on the **<u>Procurement Portal (Link Above)</u>** or available for viewing in the Department of Purchase, Room #224, Administration Building, 101 Hooper Avenue, Toms River, New Jersey. Direct all inquiries to Jennifer L. Bowens, Purchasing Agent.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.) regarding equal employment opportunities and with the requirements of P.L. 1977 C.33 regarding corporate and/or partnership ownership.

The right to reject any and all bids is reserved in accordance with applicable law.

By order of the Board of Commissioners of the County of Ocean.

Signed: JOSEPH H. VICARI, Director JENNIFER L. BOWENS, Purchasing Agent

### CONTACT INFORMATION AND PROJECT TIMELINE

### **Summary**

The purpose of this bid package is to provide the County of Ocean with a Contractor who will supply the goods or services described and specified herein.

### **Contact Information**

For further information regarding these specifications, contact

#### Jessica Hannold

Buyer 101 Hooper Ave. Room 224 Toms River, NJ 08753 Email: <u>ocpurchasing@co.ocean.nj.us</u> Phone: <u>(732) 929-2103</u> **Department:** Parks Department, Buildings & Grounds

### **Timeline**

Advertising Date	October 4, 2023
Bid Opening Date	October 24, 2023, 11:00am Administration Building, 101 Hooper Ave., Room 119, Toms River, NJ, 08753

### **IMPORTANT INSTRUCTIONS FOR ELECTRONIC SUBMITTAL**

### **Instructions for Electronic Bid Submission**

The County is accepting electronic bid submissions with Open Gov by following these instructions:

Sign up for a FREE account at https://procurement.opengov.com/portal/oceancounty

Once you have completed account registration, browse back to this page: <u>County's OpenGov</u> <u>Electronic Bid Portal (https://procurement.opengov.com/portal/oceancounty/</u>)</u>

Click on the bid of interest, then click "Draft Response".

Follow the instructions to submit the electronic bid.

It is important to note that this process should be completed well in advance of the bid deadline / bid opening. DO NOT WAIT UNTIL THE LAST MINUTE. The County's electronic submission system will not allow electronic bids to be submitted once the deadline has passed, even if you've already started the process. The deadline is based on the countdown timer found on the OpenGov bid submission page.

### **INSTRUCTIONS TO BIDDERS**

### **Bid Opening**

All bids will be opened publicly in the Administration Building, Room 119, 101 Hooper Avenue, Toms River, New Jersey, commencing at 11:00 am, prevailing time on Tuesday, October 24, 2023.

### **Electronic Bid Submissions**

Bids must be submitted electronically through Ocean County's Procurement Portal by the date and time stipulated in the Notice to Bidders.

### **Deadline Instructions**

The County will not be responsible for late bids, and no bids will be accepted if received after the time stipulated in the notice to bidders.

### **Completion of all Documents**

Bidders shall complete all documents and acknowledge all terms included with the bid package. All documents should be from this bid package and must not be dated or executed prior to the date of advertising. Failure to follow these instructions is cause for rejection.

## NOTE: In order to access any DocuSign forms in this solicitation, you must first click "Draft Response".

Instructions on how to access the forms through DocuSign are available in the Attachments. Please note that in order to view the forms as a .pdf document, you must access DocuSign first. Once you access DocuSign, the option to download, save, print and complete the forms becomes available

### **<u>Right to Reject</u>**

The County reserves the right to reject all bids in accordance with N.J.S.A. 40A:11-13.2, to waive any informalities in the bid and to accept the lowest responsible bid in accordance with applicable law.

### **Bidder Default**

In case of default by the bidder or contractor, the County of Ocean may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

### **Indemnity**

The bidder, if awarded a contract, agrees to protect, defend and save harmless the County against any damage for payment for the use of any patented material process, article or device 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 County from suits or actions of every nature and description brought against it, for, or on account of injuries or damages received or sustained by any party or parties by, or from any of the negligent acts of the contractor, his servants or agents.

### **Specifications**

It is to be understood by the bidder that this bid is submitted on the basis of specifications prepared by the County and the fact that any bidder is not familiar with these specifications or conditions will not be accepted as an excuse.

### **Bid Security**

NO BID SECURITY

### **Performance Bond**

NO PERFORMANCE BOND

### **Pricing Proposal**

Bidders must use the pricing proposal provided in the bid specifications. Failure to use the pricing proposal in the bid specifications shall be cause for rejection of the bid.

### **Pricing**

Insert prices for furnishing all of the material and/or labor described or required. Prices shall be net, including any charges for packing, crating, containers, etc. and all transportation charges fully prepaid by the contractor F.O.B. destination and placement at locations specified by the County. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the vendor's convenience when a single shipment is ordered.

### **Payment**

Payments will be made upon the approval of vouchers submitted by the successful bidders in accordance with the requirements of the Board of Commissioners and subject to the Board of Commissioners customary procedures. The County will not pay interest or late fees regardless of language provided.

### **Discrepancy in Pricing**

In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the OWNER of the extended totals shall govern.

### Award Timeframe

Award will be made by Ocean County Board of Commissioners within sixty (60) days after receipt of bids.

### Equal or Tie Bids

The County of Ocean reserves the right to award at their discretion to any one of the tie bidders where it is most advantageous for the County to do so, pursuant to N.J.S.A. 40A:11-6.1.

### Tax Exempt

The County of Ocean is exempt from any State sales tax or Federal excise tax.

### **Equivalent Product**

For purpose of evaluation where an equivalent product is being furnished, bidder must indicate any variation to our specifications no matter how slight. If no variations are indicated, it will be construed that the bid fully complies with our specifications.

### **Quantities**

Quantities shown are approximate and the County reserves the right to decrease or omit quantities. The County will not consider minimums placed on order quantities. The County also reserves the right to increase quantities to twenty (20) percent of the maximum quantities listed at the unit price bid, in accordance with N.J.A.C. 5:30-11.3.

### **Delivery of Goods and Services**

Delivery shall be made upon receipt of a Purchase Order issued by the Ocean County Department of Purchase, upon which delivery locations and needed quantities shall be indicated.

### **American Goods and Products**

All contractors must comply with the provisions of New Jersey Statute Title 40A:11-18, when applicable.

### **Assignment**

This agreement shall not be assigned without the written consent of the County of Ocean.

### NJ One Call

By presenting a bid, contractor declares that he is aware of and, if required, will comply with the requirements of the "Underground Facility Protection Act (Public Law 1994, Chapter 118)" prior to commencing any intended excavation. The telephone number to call is 1-800-272-1000.

### Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq

The bidder must comply with the provisions of "The Public Works Contractor Registration Act", if applicable.

• All named contractors must be registered with the Department of Labor and Workforce Development pursuant to the Public Works Contractor Registration Act at the time the proposal is received, or the proposal will be determined to be non-responsive.

• Any non-listed contractor must be registered with the Department of Labor and Workforce Development prior to physically starting work. It is the responsibility of the General Contractor to insure that all non-listed sub-contractors comply.

• Contractors are encouraged to submit their and all named sub-contractors' Public Works Contractor Registration Certificates with the bid.

### Prevailing Wage & Labor Laws

The New Jersey Prevailing Wage Act (P.L. 1963, Chapter 150) and provisions of the State Labor Laws must be complied with by the successful bidder, if applicable. The current Prevailing Wage Rates can be found online at <u>https://www.nj.gov/labor/wageandhour/prevailing-rates/public-works/currentprevailingwage.shtml</u>

### New Jersey Business Registration Requirements

Pursuant to <u>N.J.S.A.</u> 52:32-44, Ocean County ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

# Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

(1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.

(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.

(3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <u>http://www.state.nj.usreasury/revenue/busregcert.shtml</u>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to <u>N.J.S.A.</u> 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

### Pay to Play Requirements

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

### **Statement of Ownership**

The provisions of N.J.S.A. 52:25-24.2 applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

### **Certification of Non-Involvement in Prohibited Activities in Iran**

Certification of Non-Involvement in Prohibited Activities in Iran. Pursuant to N.J.S.A. 52:32-58, the proposer must certify that neither the proposer, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the proposer is unable to so certify, the proposer shall provide a detailed and precise description of such activities. Prior to contract award or authorization, the contractor shall provide the Contracting Agency with a completed Certification on Non-Involvement in Prohibited Activities in Iran.

### **Certification of Non-Involvement In Prohibited Activities in Russia or Belarus**

Pursuant to N.J.S.A. 52:32-60.1, the "person or entity" (as defined in N.J.S.A. 52:32-60.1, et seq) seeking to enter into or renew a contract for the provision of goods or services or the purchase of bonds or other obligations shall certify that it is not "engaging in prohibited activities in Russia or Belarus" (as such term is defined in as defined in N.J.S.A. 52:32-60.1, et seq. If the person or entity is unable to certify, the person or entity shall provide a detailed and precise description of such activities. The N.J.S.A. 52:32-60.1 certification form must be completed prior to contract award and is provided in the specification documents (DocuSign).

Vendors may view the Precluded Entities List Here: https://www.nj.govreasury/administration/pdf/RussiaBelarusEntityList.pdf

### **Insurance Requirements**

The contractor shall maintain primary insurance to protect against all claims under Workmen's Compensation, Comprehensive General Liability and Automobile. Except for Workmen's Compensation, all coverage shall apply as primary coverage with respect to any other insurance or self-insurance program afforded to the County. There shall be no endorsement or modification of this coverage to make it excess over other available insurance/coverage; alternatively, if the CGL and umbrella, excess of reinsurance states that it is pro rata, it shall be endorsed to be primary with respect to the County. Primary Coverage shall be subject to approval for adequacy of protection as per the following limits:

### Worker's Compensation

- 1. Limits according to Worker's compensation Laws of the State of New Jersey.
- 2. Contractor's Liability not less than \$100,000.

### **Comprehensive General Liability**

- 1. Bodily Injury \$500,000 per person; \$1,000,000 per occurrence.
- 2. Property Damage \$1,000,000 per occurrence.

### **Comprehensive General Liability Details**

Comprehensive Automobile Liability shall include the following:

Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- A. Liability arising out of the ownership, maintenance or use of any auto;
- B. Auto non-ownership and hired car coverage.
- C. Contractor's Worker's Compensation, Comprehensive General Liability and
- D. Comprehensive Automobile Liability arising out of subcontractor's operations shall be identical as that listed above.

### **Proof of Insurance**

Copies of each insurance certificate shall be furnished to the County when requested.

### County Cooperative Contract Purchasing System

The County has established a "COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM" pursuant to N.J.S.A. 40a:11-1 et seq...

The IDENTIFIER for this system is: **CK-02-OC** 

This system allows local government contracting entities located within the geographical boundaries of the County to purchase goods and services awarded as a result of this bid proposal if it is extended by the low bidder.

Goods and services must be made available without substitution or deviation from specifications, size, features, quality, price or availability as herein set forth. It is understood that orders, if any, will be placed directly by contracting units, subject to the overall terms of the contract to be awarded by the County of Ocean.

The estimated quantities listed in this specification reflect only the needs of the agencies under the direct control of the Ocean County Board of Commissioners. If the vendor chooses to extend the resulting contract to all other contracting units, the quantities could be higher.

Please check ( $\sqrt{}$ ) the YES or NO box in the Vendor Questionnaire to indicate whether or not you will extend contract prices to all contracting units.

### AWARD METHOD

Contract will be awarded on a line item basis.

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY

### N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

### N.J.A.C. 17:27

### GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE 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 AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at <a href="http://www.state.nj.usreasury/contract\_compliance">www.state.nj.usreasury/contract\_compliance</a>)

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 **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

### AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities

The CONTRACTOR and the COUNTY do hereby agree that the provisions of title II 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 thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the COUNTY 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 COUNTY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect and save harmless the COUNTY, 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 COUNTY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the COUNTY which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the COUNTY or if the COUNTY 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 COUNTY 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 COUNTY or any of its agents, servants and employees, the COUNTY shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the COUNTY or its representatives.

It is expressly agreed and understood that any approval by the COUNTY 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 COUNTY pursuant to this paragraph.

It is further agreed and understood that the COUNTY 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 provision 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 COUNTY from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

### INTENT

### **CONTRACT TERMS**

The contract shall be from January 1, 2024, through December 31, 2024, or until delivery is complete unless otherwise stated. The County reserves the right to extend the term of the contract pursuant to N.J.S.A. 40A:11-15.

### **INTENT**

The purpose of this bid package is to provide the County of Ocean with a Contractor who will supply the materials described and specified herein.

### NO ASSIGNMENT

This agreement shall not be assigned without the written consent of the County of Ocean which consent shall not be unreasonably withheld. Assignee shall promptly prepare and complete such documents as the County shall require.

### **OWNERSHIP DISCLOSURE**

All contractors shall comply with all laws governing the disclosure of all stockholders or partners, as included in N.J.S.A. 52:25-24.2.

### **BID REVIEW**

Bids may be reviewed at the bid opening and results will be made available online through the County's procurement portal once the bid meeting has concluded. Additionally, bid results are available in the Ocean County Purchasing Department on the day following the bid openings for any interested party that may wish to review them.

### **AVAILABILITY OF FUNDS**

The County's obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the County for payment of any money shall arise unless, and until funds are made available each year to the Ocean County Purchasing Agent.

### MODIFICATIONS AND WITHDRAWALS

Bids may be withdrawn from the bidder prior to the time fixed for opening. No right for withdrawal exists after the bid has been opened. Written request for withdrawal shall be signed by the bidder or proper corporate officers.

### **QUALITY**

The materials and supplies called for herein, shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examinations and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

### TRANSITIONAL PERIOD

In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or the County of Ocean, the Contractor shall continue all terms and conditions of said contract for a period not to exceed one (1) month at the County's request.

### **CURRENT BID RESULTS**

If there is a current contract in place for this bid, those results may be obtained by accessing our procurement portal at the below link:

https://procurement.opengov.com/portal/oceancounty

Once you have clicked the link, click "Advanced Search" to begin searching for the current opportunity.

### SPECIFICATIONS AND SCOPE OF WORK

### **SCOPE OF WORK**

See "Attachments", "Project Documents" for detailed project specifications.

### VENDOR QUESTIONNAIRE

### County Cooperative Contract Purchasing System\*

Vendor will extend contract prices to "County Cooperative Contract Purchasing System" Participants as described in Instruction to Bidders.

$\Box$ Yes
$\Box$ No
*Response required

### **BID DOCUMENTS TO BE EXECUTED\***

Documents include:

- Signature Page
- Non-Collusion Certification
- Affirmative Action Questionnaire
- Statement of Ownership (N.J.S.A. 52:25-24.2) (Mandatory Document)
- Prohibited Russia-Belarus Activities & Iran Investment Activities

# FAILURE TO SUBMIT ANY OF THESE DOCUMENTS MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL.

All documents should be from this proposal package as forms change frequently and the most updated forms are provided in this specification. The forms must not be dated or executed prior to the date of advertising.

# NOTE: For detailed instructions on how to complete the forms via DocuSign, please access the "Instructions for Completing Forms in DocuSign" document available in the Attachments.

### Please note: The County's preferred method of submission is DocuSign.

Click here to go to the form \*Response required

### **Copy of Bidder's Certificate of Employee Information Report**

Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a Contractor should present one of the following to the County of Ocean:

(a) An existing federally approved or sanctioned affirmative action program.

(b) A New Jersey Certificate of Employee Information Report Approval.

(c) If the Contractor cannot present "a" or "b", the Contractor is required to submit a completed Employee Information Report (Form AA302 for Goods and Services; Form AA201 for Construction). This form is available <u>here.</u>

# QUESTIONS BELOW MUST BE ANSWERED BY ALL CONTRACTORS ON THE AFFIRMATIVE ACTION DOCUMENT:

1. Do you have a Federally approved or sanctioned Affirmative Action Program?

### If yes, please upload a photocopy of such approval.

2. Do you have a State of New Jersey "Certificate of Employee Information Report" approval?

If yes, please upload a photocopy of such certificate.

### Please note, the only acceptable file forms are as follows:

Documents (doc, docx, rtf, txt, xls, xlsx, pdf) Images (jpg, png, bmp, tif)

### Copy of Bidder's New Jersey Business Registration Certificate

Please use this area to upload your company's BRC.

Use this link to verify your company's BRC:

https://www1.state.nj.us/TYTR\_BRC/jsp/BRCLoginJsp.jsp

Please note that a BRC is not required at the time of bid submission but shall be required prior to the award of a contract.

### Please note, the only acceptable file forms are as follows:

Documents (doc, docx, rtf, txt, xls, xlsx, pdf) Images (jpg, png, bmp, tif)

### Mandatory Equal Employment Opportunity Statement\*

Does the BIDDER comply with the <u>#Mandatory Equal Employment Opportunity Statement</u>?

 $\Box$  Yes

🗆 No

\*Response required

### Americans with Disabilities Act Provisions\*

Does the BIDDER comply with the <u>#Americans with Disabilities Act Provisions</u>?

□ Yes □ No

\*Response required

<u>SDS Sheets\*</u> Upload the SDS sheets for all items bid.

\*Response required

### **ADDITIONAL VENDOR DOCUMENTATION**

Please submit any additional information you wish to be considered as part of your bid package.

#### Please note, the only acceptable file forms are as follows:

Documents (doc, docx, rtf, txt, xls, xlsx, pdf) Images (jpg, png, bmp, tif)

### Acknowledgement of Submission of Forms from Current Bid Package\*

Bidders shall complete all documents and acknowledge all terms included with the bid package. All documents should be from this bid package as forms change frequently and the most updated forms are provided in this specification. The forms must not be dated or executed prior to the date of advertising. Failure to follow these instructions is cause for rejection.

□ Please confirm \*Response required

#### Submission of Bid Package\*

By submitting a response to this solicitation, the Vendor understands and acknowledges that all required documents to this solicitation must be submitted and that failure to do so may be cause for rejection.

Bidder also understands that only one (1) bid submission shall be considered. Please DO NOT Submit a manual bid response. Submitting a manual response in addition to the electronic response is cause for rejection of your bid.

Please confirm\*Response required

### **PRICING PROPOSAL**

### AGRICULTURAL SUPPLIES

If the item you are bidding requires agency pricing, please price it using the unit of measure requested.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Mfr. & Pack Bid	Delivery A.R.O.
SECTION	I - FERTILIZER						- <b>-</b>
1	5-4-5 Earthworks Natural Organic fertilizer 5,000 sq. ft. per 50 lb. Bag, Blended with: Compost, poultry digest, organaform, Langbenite, black rock phosphate, Greensand, humic acid Guaranteed Analysis: Total Nitrogen: 5%, Water soluble nitrogen: 2%, Water insoluble nitrogen: 3%, Available Phosphoric Acid as (P2O5): 4%, Soluble potash (K2O): 5% NO SUBSTITUTIONS, NO BIO SOLIDS	1,200	BAG				
2	18-24-12 Turf Starter Fertilizer, 50 lb. Bag	80	BAG				
3	Roots, granular growth enhancer, 3-3-4 greensgrade humas, sea kelp extracts, vitamin B-1 and plant co-enzymes, 25 lb. Bag	200	BAG				
4	Tree Spikes made of solid fertilizer for evergreen trees, 15-7-6, each spike to be sufficient in size to accommodate one inch of trunk diameter, 160 Spikes per Case with Nylon Caps	4	CASE				
5	Lime, Pelletized, 1 bag covers 2,500 sq. ft., 40 lb. Bag	30	BAG				
6	Solulime-calcitic limestone, 50 lb. Bag Chemical Analysis: Calcium 30.0%, Magnesium 4.8%, Calcium Oxide 37.5%, Magnesium Oxide 8.0%, Calcium Carbonate 67.5%, Magnesium Carbonate 17.0%, Total Carbonates 84.5%, Trihydroxyglutaric Acid 2.0%, Total Calcium Carbonate Equivalent 90.0%, Effective neutralizing power (ENP) 87.0%, Effective neutralizing value (ENV) 87.0%, Moisture (maximum) 1.0% Physical Analysis of Limestone before being Pelletized: 10 Mesh 100%, 20 Mesh 100%, 60 Mesh 95%, 100 Mesh 90%, 200 Mesh 83%, 325 Mesh 71%, 400 Mesh 60% Fineness Efficiency Rating: 98.0%	100	BAG				
7	Anderson 18-24-5 Greensgrade Fertilizer, AGC186WDG5, 50 lb. Bag, NO SUBSTITUTIONS	70	BAG				

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Mfr. & Pack	Delivery A.R.O
8	Anderson 19-0-15 Greensgrade Fertilizer AGC1919WMDG40, 40 lb. Bag, NO SUBSTITUTIONS	70	BAG					
9	12-0-0 Lesco Chelated Iron Plus Fertilizer, Lesco #084043, 2-2.5 Gal. Containers/Case, NO SUBSTITUTIONS	70	CASE					
10	21-0-20 Fairway Fertilizer 94% Poly S, 94% of Nitrogen derived from Poly-s. Not to exceed 2% chlorine, 50 lb. Bag	1,750	BAG					
11	Anderson 21-0-20 1.5% Ronstar, 50% Poly-S #AGC8681, Controls Goose Grass, Crabgrass, Poa Annua and Yellow Foxtail, 0.65 lbs. N/M 50% Poly S, 50 lb. Bag	225	BAG					
12	Lesco 18-3-6 Green Flo, 2-2.5 Gal. Containers/Case, Total Nitrogen 18%, 9% Urea, 9% WSN, Phosphate 3%, Potast 6%, Served from: urea, urea-Tranzone Solutions, Tetra Potassium, Pyraphosphate, Potassium Thiosulfate, Iron Sulfate, Iron HEDTA	200	CASE					
13	Plant Food Phusion – Calcitic Limestone, Total Calcium: 36.5%, Total Magnesium: .5%, Total Neutralizing Value: CCE(CaCO3): 88.73, 50 lb. Bag, NO EXCEPTIONS	250	BAG					
14	Plant Food Phusion KCS 0-0-25, Potassium: 25%, Magnesium: 10%, Sulfur: 6%, 50 lb. Bag	65	BAG					
15	Plant food KCS 0-0-18, 50 Lb. Bag, Calcium 10%, Magnesium 3%, Sulpher 16%, Manganese 3%, Potassium 18% Partical size must be 90SGN Source must include: Potasium Sulfate, Caccium Sulfate Manganese Sucrate, Manganesuium Sucrate	70	BAG					
16	Plant Food, Polyphosphite 30, Soluble Potash – 27%, 2-2.5 Gal. Containers/Case NO SUBSTITUTION	50	CASE					
17	16-2-7, 25% SRN, 5 Gal./Case, Total Nitrogen 16%, 2.1% Ammoniacal Nitrogen, 1% Nitrate Nitrogen, 8.9% Urea Nitrogen, 4% Slowly Available WSN, Available Phosphate 2%, Soluble Potash 7%, Magnesium 0.05%, Sulfur 2.5%, Boron 0.05%, Chelated Copper 0.025%, Iron 0.1%, Manganese0.1%, Zinc 0.025%, *Slowly available Nitrogen from Urea Triazone Solution	50	CASE					

SECTION II - GRASS SEED - (ALL TURF TYPE SEEDS MUST BE BLUE TAG CERTIFIED) Certified tag must state lot number and guarantee, in writing, that seed is free of noxious weed seed.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Mfr. & Pack	Delivery A.R.O.
18	Tall Fescue Blue Grass Mixture, 50 lb. Bag, Vendor is to formulate 3 varieties of tall fescue @ approximately 30% increments; Blue tag certified to be free of weeds and crop free. Varieties have been tested in the 2001 National Turfgrass Evaluation Program for tall fescue and must have an overall quality mean of 5.7 according to the 2005 Report for the Northeast Region; Vendor is to add one Blue Grass variety at a 10% increment from the 2001 National Turfgrass Evaluation Program Test and have an overall quality rating greater than or equal to 5.7 in 2005 data for Northeast region; Germination Percentage for all varieties MUST BE greater than 85%.	100	BAG					
19	Grass Seed - 50/50 Bluegrass/Ryegrass Mixture, MUST BE BLUE TAG CERTIFIED AND WEED FREE, 50 lb. Bag, 50% - 2 of Shamrock, Gladstone, Rockstar or Atlantis Kentucky Bluegrass, 50% - 2 of Notable, Panther, Prelude4, Allsport, Palmer Perennial Rygrass	200	BAG					
20	Tall Fescue/ Rye Grass Mixture Team Mates, 50 lb. Bag, 80% - 3 of the following Biltmore, Bravo, Padre, Magellan, Hunter Catalyst, Complete, Reunion, Renovate 20% - Perennial Rye Grass	100	BAG					
21	007 Creeping Bentgrass, 25 lb. bag NO SUBSTITUTIONS	30	BAG					
22	Turf king Tri-Rye Perennial Rye Grass, 50lb Bag, Varieties to include Pennant H20 Perrinal Rye grass Panther H20 Perennial Rye grass, Seductive GLS Perennial Rye Grass	300	BAG					
SECTION	III - HERBICIDES - LIQUID	1	1 1		1	1 1		
23	Tenacity Herbicide, Mesotrione 40%, 1 gallon container	11	GAL					
24	Cheetah Pro Broad Spectrum Herbicide, 2.5 Gallon Container	15	CASE					
25	Lesco 3-way, 2-4-D, M.C.P.P. and Dicamba, 2-2.5 Gal. Containers/Case	8	CASE					
26	Dimension 2EW Herbicide, 4 - 1 Gal. Containers/Case	20	CASE					
27	Round-Up, Non-Selective Concentrate Pro-Grade, No Surfactant Needed, 2- 2.5 Gal. Containers/Case, NO SUBSTITUTIONS	10	CASE					
28	Monsanto Rodeo Herbicide, 2-2.5 Gal. Containers/Case	15	CASE					
29	Power Zone, 2-2.5 Gal. Containers/Case, Active Ingredients: Carfentrazone- Ethyl: 0.48%, MCPA, 2-ethylhxyl Ester: 41.98%, Mecoprop-p Acid: 5.39%, Dicamba Acid: 2.69%, Inert Ingredients: 49.46%, Total: 100.00%	4	CASE					

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Mfr. & Pack	Delivery A.R.O.
30	Lontrel Turf and Ornamental Herbicide, 4-1 Gal. Containers/Case, Active Ingredients: Clopyralid: 3.6-dichloro-2 pyridinecarboxylic acid, Monoethanolamine Salt: 40.9%, Inert Ingredients: 59.1%, Total: 100.00%	4	CASE					
31	Dismiss Turf Herbicide, FMC Corporation, 6 oz. Container, Active Ingredients: Sulfentrazone 39.6%, Other Ingredients: 60.4%, Total: 100.00%	15	CONT					
32	Q4Plus Turf Herbicide, PBI/Gordon, 2-2.5 Gal. Containers/Case, Active Ingredients: Quinclorac 8.43%, Sulfentrazone 0.69%, 2,4-D dimethylamine salt 11.81%, Dicamba dimethylamine salt 1.49%, Inert Ingredients: 77.58%, Total: 100.00%	7	CASE					
33	Pylex Herbicide Liquid, Topramezone: 29.7%, Other Ingredients: 70.3%, 4 - 8 Oz. Containers/Case, NO SUBSTITUTIONS	10	CASE					
34	Reward Herbicide Liquid, Diquat Dibromide 37.3%, Other Ingredients 62.7%, 2 - 2.5 Gal. Containers/Case, NO SUBSTITUTIONS	8	CASE					
35	Bensumec Active Ingredient: Bensulide, 2-2.5 Gal. Containers/Case, MUST BE LABELED FOR CRANBERRIES	2	CASE					
36	Callisto Herbicide, Active Ingredients: Mesotrione (CAS No 104206-82-8) 40.0%, 4lbs of active ingredient Mesotrione per gallon, 1 gallon container	6	CONT					
37	Surge Broadleaf Herbicide for turf, Ingredients: 2, 4-D dimethylamine salt 18.79%;, Mecoprop-p, dimethylamine salt 6.80%; Dicamba, dimethylamine salt 3.02%; Sulfertrazone 0.67%; Inert Ingredients 70.72% 2-2.5 Gal. Containers/Case	6	CASE					
38	Alligare Triclopyr 4, Active Ingredients: Triclopyr BEE: (3,5,6 Trichloro-2- Pyridinyl) oxyacetic acid, butoxyethyl ester 61.6%; Other Ingredients 38.4%, 2-2.5 Gal. Containers/Case	6	CASE					
SECTION	IV - HERBICIDES - GRANULAR		<u>                                     </u>					
39	Lesco Dimension 0.21% Plus Fertilizer 0-0-7, 50 lb. Bag, NO SUBSTITUTIONS	160	BAG					
40	Lesco Drive 75 DF Herbicide, 6-1 Lb. Bags/Case, Active Ingredients: Quinclorac 3,7-dichloro-8-Quinolinecarboxylic Acid: 75.00%, Inert Ingredients: 25.00%, Total: 100.00%	14	CASE					
41	Snapshot DG, Dow Agrosciences, 50 lb. Bag, NO SUBSTITUTIONS	80	BAG					

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Mfr. & Pack	Delivery A.R.O.
42	Aquatic Herbicide, Sonar One, 20 lb Container, Active Ingredient: Fluridone: 1-methyl-3phenyl-5-[3-(trifluoromethyl)phenyl]-4(1H)pyridinone, contains 0.05 pounds of active ingredient per pound of product, MUST KILL HYDRILLA,	25	CONT					
43	Ronstar G Pre Emergent Granular Herbicide, 50lb Bag, Active Ingredient: Oxadiazon: 2%,	200	BAG					
44	Bensumec 4LF, PBI Gordon, Active Ingredient: Bensulide: 46%, 2 - 2.5 Gallons/Case	5	CASE					
45	Quali-Pro Prodiamine 65 WDG, Ingredients: Prodiamine (case No. 29091-21- 2) 65%; Other 35%, 5 lb. Bag	10	BAG					
SECTION	V - HERBICIDES - WATER SOLUBLE							
46	Trimec Bentgrass formula Broadleaf Herbicide EPA #2217-529, 2-2.5 Gal. Containers/Case, NO SUBSTITUTIONS	2	CASE					
47	Manage (Monsanto Co.), 1-1/3 oz. per Container, Active Ingredients: Methyl 5-[(4, 6-Dimethoxy-2-Pyrimi-Dinyl Amino), Carbonylaminosulfonyl]-3-chloro-1-Methyl-1-H-Pyrazole-4-carboxylate 75.0%, Inert ingredients: 25.0%, For Nutsedge Control	20	CONT					
SECTION	VI - FUNGICIDES - LIQUID	1	1 1		1	1 1		1
48	Banol, 2-1 Gal. Containers/Case	100	CASE					
49	Clearys 3336 Plus, 2-2.5 Gal. Containers/Case, Active ingredient: Thiophanate Methyl - 19.4%,	40	CASE					
50	Insignia Fungicide, 2-2.5 Gal. Containers/Case, Active ingredient: Pyraclostrobin - 20%,	5	CASE					
51	Disarm Fungicide, 4-16 Oz. Containers/Case, Active ingredient: Fluoxastrobin 40.4%,	5	CASE					
52	Daconil, Weather-Stik, 2-2.5 Gal. Containers/Case	120	CASE					
53	Banner, Max, 2-1 Gal. Containers/Case	50	CASE					
54	Segway Fungicide, 12-39.2 Oz. Bottles/Case, NO SUBSTITUTIONS	8	CASE					

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Mfr. & Pack	Delivery A.R.O.
55	Xzemplar Fungicide, 4-11.4 Oz. Containers/Case, Active ingredient: Fluxapyroxad 26.55%	14	CASE					
56	Bayleton Flo Fungicide, 2-2.5 Gal. Containers/Case, Active Ingredient: Triadimefon 43%, NO SUBSTITUTIONS	12	CASE					
57	Lexicon Fungicides, 4-21 Oz. Bottles/Case, Active ingredient Fluxapyroaxad 14.33%,	9	CASE					
58	Maxtima Fungicide, 4-26 Oz. Containers/Case, Active ingredient: Metentrifluconazole 17.56%	5	CASE					
59	Navicon Fungicide, 4-37 Oz. Containers/Case, Active ingredient: Mefentrifluconazole:17.56% Pyraclostrobin:17.56%,	7	CASE					
SECTION	VII - FUNGICIDES - GRANULAR		<u> </u>					
60	Bayleton 1% G, Systemic, 15 lb. Bag	40	BAG					
61	Subdue 2G, 25 lb. Bag	30	BAG					
62	Fungicide Terrazole WP, 6-2 lb. Bags/Case, Active Ingredients: Etridiazole,	11	CASE					
SECTION	VIII - FUNGICIDES - WATER SOLUBLE	I	1 1			1 1		
63	Alliete Signature Fungicide W.D.G., 4-5.5 Lb. Pkgs./Case	40	CASE					
64	Tourney Fungicide, 4-5 lb. Containers/Case, Active ingredient: Metconazole- 50%,	7	CASE					
65	Quail-Pro Mefenomax 2 AQ, Active ingredient: Mefenomax 22.5% NO substitution for active ingredient, 2/2.5 Gallons per container	25	CONT					
66	Junction Fungicide DF, 4-5.5 Lb. Bags/Case, NO SUBSTITUTIONS	5	CASE					
67	Chipco 26019 Flo Fungicide, 2-2.5 Gal. Containers/Case, Active ingredient: Iprodione:3-(3,5- dichlorophenyl)-N-(methylethyl)-2. 4-dioxo-1- imidazolidinecarboxamide) 23.3%, Inert Ingredients: 76.7%,	25	CASE					
68	Velista Fungicide, 4-22 Oz. Containers/Case, Active ingredient: penthiopyrad 50%	6	CASE					

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Mfr. & Pack	Delivery A.R.O.
SECTION	IX - INSECTICIDES - LIQUID							
69	Conserve Insecticide, 4-1 Quart Containers/Case, 11.6% Spinosad, 11.4% Other Ingredients, NO SUBSTITUTIONS	11	CASE					
70	Liquid Tetrino, Bayer Environmental Science, Active ingredient: Tetraniliprole: 4.07%, NO SUBSTITUTIONS	20	GAL					
71	Liquid Dylox, Bayer Environmental Science, Active Ingredient: Trichlofon: 37.3%, 2 - 2.5 Gallon/Case	25	CASE					
72	Ferrence Insecticide, 4-0.5 Gal. Containers/Case, Active Ingredient: Cyantraniliprole – 18%	8	CASE					
73	Talstar P, Bifenthrin 7.9%, 4-1 Gal. Containers/Case NO SUBSTITUTIONS	15	CASE					
74	Acelpryn, Active Ingredient: Chlorantraniliprole 18.4%, 1 Quart Container	15	CONT					
75	Scimatar, Active Ingredient: Lamda-cyhalothrin 9.7%, 1 Quart Container	5	CONT					
76	Triple Crown, 1 Gal. Container, Active Ingredient: Zet-cypermethrin 2.7%, Bifenthrin 7.87%,	4	CONT					
77	Merit Insecticide, 1 gallon container, Active ingredient: Imidacloprid 21.4%	5	CONT					
SECTION	X - INSECTICIDES - GRANULAR	1	1 1		1			
78	Dylox 6.2% G, 30 Lb. Bag	80	BAG					
79	Talstar 0.069% 0-0-7M, 50 lb. Bag	30	BAG					
80	Sevin 10% G, 50 lb. Bag	25	PKG					
81	Provaunt Insecticide, 12 Oz./Container, Active Ingredient: Indoxacarb 30%	15	CONT					
SECTION	XI - SOIL CONDITIONERS AND TURF GROWTH REGULATORS (TG	R's)	ı I			1 1		
82	Primomax Growth Regulator, 1 oz. per 1000 sq. ft., 1 Gallon Container, NO SUBSTITUTIONS	50	CONT					
		1	1		1	1 1		1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Mfr. & Pack	Delivery A.R.O.
83	Naiad Super Spreadable Granular Wetting Agent, 30 Lb. Pail, Product does not need to be watered upon application, 3.9% 2-Hydroxyethyl Ammonium Alkyl Benzene Sulfonate, 8.1% Alkyl Phenoxy Poly Ethanol DiAmmonium CIS-9, 3.0% Octadecenoate Octyl Alkyldiamide, 0.5% Dimethyl Silicone, 84.5% Biodegradable Inerts (including dyes), 1 lb. per 1000 sq. ft., NO SUBSTITUTIONS	25	PAIL					
84	Kick Soil Conditioner, 2-2.5 Gal. Containers/Case, Earthworks Wetting Agent, Non-Ionic Humid Acid, 20% Formulation, Beneficial Bacteria, Cultured Living Microbes, Sea Kelp, Invert sugars, NO SUBSTITUTIONS	16	CASE					
85	Lesco Flo Ultra - Liquid Wetting Agent, 2-2.5 Gal. Containers/Case, Containing 100% non-ionic surfactant, NO SUBSTITUTIONS	70	CASE					
86	Legacy Turf Growth Regulator, 2-2.5 Gal. Containers/Case, Flurprimidol: 13.26%, Trinexapax-Ethyl: 5.00%, Other Ingredients: 81.74%, NO SUBSTITUTIONS	11	CASE					
87	Ag-Pro Systems Spreader/Sticker, 5 Gallon Container, Active Ingredient: Dimethlopysyloxene Polyalkylene Oxide and Nonionic Surfactants 92%. Constituents ineffective as spray adjuvants 8%,	7	CONT					
88	Plant Food FloThru A-Plus, 5 Gal. Containers/Case, 100% Penetrant & Bicarbonate Reducer, Using Acid Technology with Salicylic Acid and Mineral Acid NO SUBSTITUTE	20	CASE					
89	Plant Food Hydration Plus, Dual Purpose Holder/Penetrant, 5 Gal. Containers/Case, Containing Salicylic Acid and Mineral Acid NO Substitute	40	CASE					
90	Sugar Cal, 5 Gal. Containers/Case, 10% Calcium Chelate. Sorbitol (Mannitol) Chelated Calcium Acetate,Calcium 10%, 10% Chelated Calcium (Ca), *Derived from Calcium Acetate Mannitol Chelate NO SUBSTITUTE	50	CASE					
91	Green-T Impulse, 5 Gal. Containers/Case, MUST CONTAIN: L-Amino and Salicylic Acids and Sugar Complex, Nitrogen 6%, Ammoniacal Nitrogen 1%, Nitrate Nitrogen 1%, Urea Nitrogen 2%, Water Soluble Nitrogen 2%, *Derived from Urea Ammonium Nitrate NO SUBSTITUTE	45	CASE					
92	KelPlant 1-0-1, SeaWeed Extract, 5 Gal. Containers/Case, MUST CONTAIN North Atlantic Ascophyllum Nodosum SeaWeed, Extract and Humic and Fulvic Acids from Leonardite and Natural Plant Extracts, Total Nitrogen 1%, Soluble Potash 1%, Sulfur 1% NO SUBSTITUTE	20	CASE					

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Mfr. & Pack	Delivery A.R.O.
93	Adams Earth Biostimulant, 5 Gal. Containers/Case, Total Humic and Fulvic Acids 14%, Fulvic Acid 4.1%, Humic Acids 8.2%, Humin 1.2%, Ulmic Acid, 0.5%, L-Amino Acid Substrates 44.5%, Soluble Kelp Extract 2.5%, Plant Metabolites 16.5%, Carbohydrates 3%, Sarsaponins (Natural Wetting Agent) 1%, *Derived from Leonardite, Humic Acid, North Atlantic Ascophyllum Nodosum SeaWeed Extract, Simple and Complex Carbohydrates, Hydrolyzed Fish Emulsions, Saraponins (Natural Wetting Agents), Colloidal Mineral Extracts, Polycofermented Extracts of Yeast, Fungi and Soil Bacteria. NO SUBSTITUTE	50	CASE					
94	Coolterra Soil Additive, 35 Lb. Bag, Ingredients: Coconut Shell Biochar	1,200	BAG					
95	NAIAD wetting Agent Tablets, 30 Tablets/Case, Must contain 10% Amides, coco, N-(hydroxyethyl) NO SUBSTITUTIONS	18	CASE					
96	Proxy, Bayer Environmental Sciences, Active Ingredient: Ethephon: 21.7%, 2 - 2.5 Gallon Containers/Case	10	CASE					
SECTION	⊥ XII - INTEGRATED PEST MANAGEMENT PRODUCTS - Soaps and Oils	;						
97	M-Pede (Insecticidal Soap), 4-1 Gal. Containers/Case, Dilution rates as follows: Dormant or Delayed Spray: 1:33-1:55, Summer Spray: 1:50-1:100	2	CASE					
SECTION	XIII - BIO-RATIONALS							
98	Scythe Bio-Rational Herbicide, 2-2.5 Gal. Containers/Case, Non-Selective (Pelargonic AC),	10	CASE					
99	Heritage Bio-Rational Fungicide (Azoxystrobin), 6 lb. Container	12	CONT					
100	Corn Gluten, Dust Free Granular Pellets, Pre-Emergent, 25 lb. Bag, NO SUBSTITUTIONS 200 Bags – March 2020, 200 Bags – June 2020, 200 Bags – September 2020, 200 Bags – When needed	1,200	BAG					
SECTION	XIV - MISCELLANEOUS PRODUCTS	<u>.</u>			1			1
101	Dye, Tracker Indicator, 2-2.5 Gal. Containers/Case	5	CASE					
102	Lesco Stonewall 4L, 2.5 Gallon Containers	5	GAL					
103	Pesticide Flags, 1,000 Flags/Case	15	CASE					
104	Activated Charcoal, Spill Control, 25 lb. Bag	5	BAG					

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Mfr. & Pack	Delivery A.R.O.
105	Talpirid Mole Bait, Contains: Bromethalin .025%, 5 Boxes of 20 Worms/Carton (Total of 100 Worms/Carton), NO SUBSTITUTIONS	8	CTN					
106	Lesco Recede Liquid Antifoam, 12-16 Oz. Containers/Case, NO SUBSTITUTIONS	18	CASE					
107	Civitas mineral oil, Ingredient: Mineral oil :88%, 2 -2.5 Gal. Containers/Case NO SUBSTITUTES	50	CASE					
108	Black Mulch Colorant Concentrate, minimum 2,400 sq. ft. coverage, Must Be Liquid Form, No Powders	100	QT					
SECTION	XV - BIRD SEED	I	1 1			1 1		
109	Wild Bird Seed, Pennington Variety Mix with Sunflower Seeds, 50 lb. Bag	20	BAG					
110	100% Black Oil Sunflower Seed, 20 lb. Bag	50	BAG					
111	Cracked Corn, 50 lb. Bag	5	BAG					
112	Nyger Thistle/Sterilized, 50 lb. Bag	5	BAG					
SECTION	XVI - FLOWERS, BULBS AND SEEDS							
113	Supernova Seed Mix, 200 Seeds Minimum Per Package	10	PKG					
114	Portfolio Seed Mix, Minimum 200 Seeds Per Package	10	PKG					
115	Berries and Cream Bulb Mix, Minimum of 200 Bulbs per Package	30	PKG					
116	Bright Light Bulb Mix, Minimum of 200 Bulbs per Package	30	PKG					
117	Exhibition Bulb Mix, 200 Minimum Bulbs per Package	30	PKG					
118	Spring Snowflake Seed Mix, 200 Minimum Seeds per Package	10	PKG					
119	Pop Art Seed Mix, 200 Minimum Seeds per Package	10	PKG					
120	Holiday Tulip Seed Mix, 200 Minimum Seeds per Package	10	PKG					
121	Lily Flowering Bulb Mix, 200 Minimum Bulbs per Package	10	PKG					

Line Item	Description	Quantity	Unit of Unit Cost Measure	Total	No Bid	Mfr. & Pack	Delivery A.R.O.
122	Butterfly Daffodils Seed Mix, 200 Minimum Seeds per Package	10	PKG				
123	Large Flowering Daffodil Seed Mix, 200 Minimum Seeds per Package	10	PKG				
124	Rotterdam Seed Mix, 200 Minimum Seeds per Package	10	PKG				
125	Hyacinth Rainbow Seed Mix, 200 Minimum Seeds per Package	10	PKG				

### PACKAGING AND LABELING

The products must be packed in commercial containers of the type, size and kind appropriate for the product it contains and must be constructed so as to insure safe delivery and acceptance of the product.

### All products must be labeled with the following information:

- Brand and Manufacturer's Name
- Name of Product
- Quantity Enclosed
- Direction for Use
- Recommended Storage Precautions
- EPA# (where applicable)

Any product that poses potential hazards to personnel or property must have a <u>WARNING LABEL</u> which conforms to all Federal, State and Local regulatory requirements. An antidote statement must be included where required. All products must comply with pertinent OSHA rules, regulations and guidelines.

The vendor must have a technical representative who is available to answer any questions regarding products, recommend products for specific needs and visit sites to assist in determining appropriate usages when required. This service shall be provided at no additional cost to the County.

### **BIDDERS SHOULD SUBMIT WITH BID**

Product literature for all alternate items bid, indicating the bid item number on it.

### BRAND NAMES

Specific brand names and item numbers listed herein have been found satisfactory to the County. Where equivalent products are being offered, the vendor shall state the manufacturer and item being offered, and vendor shall include additional technical specifications and descriptive literature for accurate comparison purposes.

### **RIGHT TO KNOW ACT**

All materials and supplies offered and delivered against this contract shall be in complete compliance with "The Worker and Community Right to Know Act" (P.L. 1983 C. 315 N.J.S.A. 34-5A-1 ET SEQ) regarding the labeling of all containers of hazardous substances. When applicable, Material Safety Data Sheets (MSDS) shall be provided with delivery of such products. Item # must be shown on all Material Safety Data Sheets.

Additions/revisions for 2024 Agricultural Bid

Additions:	Est Qty	Unit of Measure
Section III. Herbicides-Liquid		
<ol> <li>Game On. Corteva Agriscience Active Ingredient: 2,4-D Choline Salt: 32% Fluroxypr Meptyl: 4.3% Halauxifen-Methyl: .21%</li> </ol>	6	Case
2. Defender. Corteva Agriscience Active Ingredient: Florasulam: 4.84%	4	Case
Section VI. Fungicides- Liquid		
<ol> <li>Emerald. BASF Corp Active Ingredient: Boscalid: 70% 10x.49lb bag/Case</li> </ol>	10	Case
Section XI. Soil Conditioners and Turf Growth Regulator	S	
<ol> <li>Revolution. Aquatrols. No Substitutions Active Ingredients: Modified Alkylated Polyol: 100</li> </ol>	60 0%	Case