

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

2022

ADVERTISEMENT DATE: October 5, 2022 OPENING: October 25, 2022, 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 25, 2022 at 11:00 am, prevailing time.

Bids will be received electronically via the <u>County's OpenGov Electronic Bid Portal</u> (https://procurement.opengov.com/portal/oceancounty/)

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:

JOHN P. KELLY, 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: ocpurchasing@co.ocean.nj.us

Phone: <u>(732) 929-2103</u>

Department: Parks Department

Timeline

Advertising Date	October 5, 2022
Bid Opening Date	October 25, 2022, 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 ProcureNow by following these instructions:

Sign up for a FREE account at https://secure.procurenow.com/signup.

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

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 ProcureNow 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 25, 2022.

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.

Right to Reject

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.

Market Conditions

Due to the fact that goods provided by this solicitation and the current economic conditions are in a volatile state, the County will allow the Contractor to request a price adjustment outside the normal contract renewal process only if it can be demonstrated and documented that on a national basis the goods solicited and utilized have experienced a significant cost increase since the date of contract award.

Such events shall be industry wide and cause all related product prices to be effected. All price adjustment requests must be in writing and submitted to the Ocean County Purchasing Department for approval. If approved, the Contractor will provide the County with revised pricing. The Contractor may not request an additional increase for a period of three (3) months from the prior request.

Note: A request for price increase does not guarantee approval.

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 https://lwdwebpt.dol.state.nj.us/archivewages/210152831-ocean-7-28-20.pdf

New Jersey Business Registration Requirements

Pursuant to N.J.S.A. 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 http://www.state.nj.us/treasury/revenue/busregcert.shtml.

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 N.J.S.A. 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.

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 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 **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, 2023 through December 31, 2023, 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 legacy portal at the below link:

http://webhost.co.ocean.nj.us/ocbidportal.nsf

Once you have clicked the link, click "Formal Bids", "Awarded Formal Bids". There you will be able to see all active contracts.

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 <u>Instruction to Bidders</u> .
□ Yes
□ 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)
- Disclosure of Investment Activities in Iran

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). This form will be made available to the Contractor by the County of Ocean.

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.

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.

Mandatory Faual Employment Opportunity Statement*

SDS Shoots
*Response required
□ No
□ Yes
Does the BIDDER comply with the <u>#Americans with Disabilities Act Provisions</u> ?
Americans with Disabilities Act Provisions*
*Response required
□ No
□ Yes
Does the BIDDER comply with the <u>#Mandatory Equal Employment Opportunity Statement</u> ?

SDS Sneets

Upload the SDS sheets for all items bid.

ADDITIONAL VENDOR DOCUMENTATION

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

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

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Mfr. & Pack	Delivery A.R.O.
SECTIO	N I - FERTILIZER							
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	600	BAG					
2	18-24-12 Turf Starter Fertilizer, 50 lb. Bag	85	BAG					
3	Roots, granular growth enhancer, 3-3-4 greensgrade humas, sea kelp extracts, vitamin B-1 and plant co-enzymes, 25 lb. Bag	150	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	20	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					
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	87	CASE					

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Mfr. & Pack	Delivery A.R.O.
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	75	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	150	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	20	CASE					
SECTIO	N II - GRASS SEED - (ALL TURF TYPE SEEDS MUST BE BLUE TAG CERTIFIED)Certific	ed tag must	state lot num	ber and guara	ntee, in writing	, that se	ed is free of noxio	us weed seed.
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	50	BAG					

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Mfr. & Pack Bid	Delivery A.R.O.
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	50	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	200	BAG				
SECTIO	N III - HERBICIDES - LIQUID			l l			
23	Tenacity Herbicide, Mesotrione 40%, 1 gallon container	11	GAL				
24	Cheetah Pro Broad Spectrum Herbicide, 2.5 Gallon Container	5	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	5	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				
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%	2	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				

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Mfr. & Pack	Delivery A.R.O.
34	Reward Herbicide Liquid, Diquat Dibromide 37.3%, Other Ingredients 62.7%, 2 - 2.5 Gal. Containers/Case, NO SUBSTITUTIONS	6	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	4	CONT					
SECTIO	N IV - HERBICIDES - GRANULAR							
37	Lesco Dimension 0.21% Plus Fertilizer 0-0-7, 50 lb. Bag, NO SUBSTITUTIONS	160	BAG					
38	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					
39	Snapshot DG, Dow Agrosciences, 50 lb. Bag, NO SUBSTITUTIONS	50	BAG					
40	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					
41	Ronstar G Pre Emergent Granular Herbicide, 50lb Bag, Active Ingredient: Oxadiazon: 2%,	200	BAG					
42	Bensumec 4LF, PBI Gordon, Active Ingredient: Bensulide: 46%, 2 - 2.5 Gallons/Case	4	CASE					
SECTIO	N V - HERBICIDES - WATER SOLUBLE	_1						
43	Trimec Bentgrass formula Broadleaf Herbicide EPA #2217-529, 2-2.5 Gal. Containers/Case, NO SUBSTITUTIONS	2	CASE					
44	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	50	CONT					
SECTIO	N VI - FUNGICIDES - LIQUID							1
45	Banol, 2-1 Gal. Containers/Case	100	CASE					
46	Clearys 3336 Plus, 2-2.5 Gal. Containers/Case, Active ingredient: Thiophanate Methyl - 19.4%,	40	CASE					
47	Insignia Fungicide, 2-2.5 Gal. Containers/Case, Active ingredient: Pyraclostrobin - 20%,	5	CASE					

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Mfr. & Pack	Delivery A.R.O.
48	Disarm Fungicide, 4-16 Oz. Containers/Case, Active ingredient: Fluoxastrobin 40.4%,	5	CASE					
49	Daconil, Weather-Stik, 2-2.5 Gal. Containers/Case	100	CASE					
50	Banner, Max, 2-1 Gal. Containers/Case	50	CASE					
51	Segway Fungicide, 12-39.2 Oz. Bottles/Case, NO SUBSTITUTIONS	8	CASE					
52	Xzemplar Fungicide, 4-11.4 Oz. Containers/Case, Active ingredient: Fluxapyroxad 26.55%	14	CASE					
53	Bayleton Flo Fungicide, 2-2.5 Gal. Containers/Case, Active Ingredient: Triadimefon 43%, NO SUBSTITUTIONS	12	CASE					
54	Lexicon Fungicides, 4-21 Oz. Bottles/Case, Active ingredient Fluxapyroaxad 14.33%,	6	CASE					
55	Maxtima Fungicide, 4-26 Oz. Containers/Case, Active ingredient: Metentrifluconazole 17.56%	6	CASE					
56	Navicon Fungicide, 4-37 Oz. Containers/Case, Active ingredient: Mefentrifluconazole:17.56% Pyraclostrobin:17.56%,	7	CASE					
SECTIO	N VII - FUNGICIDES - GRANULAR			<u> </u>				1
57	Bayleton 1% G, Systemic, 15 lb. Bag	40	BAG					
58	Subdue 2G, 25 lb. Bag	35	BAG					
59	Fungicide Terrazole WP, 6-2 lb. Bags/Case, Active Ingredients: Etridiazole,	20	CASE					
SECTIO	N VIII - FUNGICIDES - WATER SOLUBLE					1 1		
60	Alliete Signature Fungicide W.D.G., 4-5.5 Lb. Pkgs./Case	70	CASE					
61	Tourney Fungicide, 4-5 lb. Containers/Case, Active ingredient: Metconazole- 50%,	7	CASE					
62	Quail-Pro Mefenomax 2 AQ, Active ingredient: Mefenomax 22.5% NO substitution for active ingredient, 2/2.5 Gallons per container	5	CONT					
63	Junction Fungicide DF, 4-5.5 Lb. Bags/Case, NO SUBSTITUTIONS	6	CASE					

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Mfr. & Pack	Delivery A.R.O.
64	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					
65	Velista Fungicide, 4-22 Oz. Containers/Case, Active ingredient: penthiopyrad 50%	5	CASE					
SECTIO	N IX - INSECTICIDES - LIQUID							
66	Conserve Insecticide, 4-1 Quart Containers/Case, 11.6% Spinosad, 11.4% Other Ingredients, NO SUBSTITUTIONS	11	CASE					
67	Liquid Tetrino, Bayer Environmental Science, Active ingredient: Tetraniliprole: 4.07%, NO SUBSTITUTIONS	20	GAL					
68	Liquid Dylox, Bayer Environmental Science, Active Ingredient: Trichlofon: 37.3%, 2 - 2.5 Gallon/Case	50	CASE					
69	Ferrence Insecticide, 4-0.5 Gal. Containers/Case, Active Ingredient: Cyantraniliprole – 18%	8	CASE					
70	Talstar P, Bifenthrin 7.9%, 4-1 Gal. Containers/Case NO SUBSTITUTIONS	5	CASE					
71	Acelpryn, Active Ingredient: Chlorantraniliprole 18.4%, 1 Quart Container	15	CONT					
72	Scimatar, Active Ingredient: Lamda-cyhalothrin 9.7%, 1 Quart Container	5	CONT					
73	Triple Crown, 1 Gal. Container, Active Ingredient: Zet-cypermethrin 2.7%, Bifenthrin 7.87%,	4	CONT					
74	Merit Insecticide, 1 gallon container, Active ingredient: Imidacloprid 21.4%	21	CONT					
SECTIO	N X - INSECTICIDES - GRANULAR							
75	Dylox 6.2% G, 30 Lb. Bag	80	BAG					
76	Talstar 0.069% 0-0-7M, 50 lb. Bag	30	BAG					
77	Sevin 10% G, 50 lb. Bag	30	PKG					
78	Provaunt Insecticide, 12 Oz./Container, Active Ingredient: Indoxacarb 30%	18	CONT					

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Mfr. & Pack	Delivery A.R.O.
79	Primomax Growth Regulator, 1 oz. per 1000 sq. ft., 1 Gallon Container, NO SUBSTITUTIONS	80	CONT					
80	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	30	PAIL					
81	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	30	CASE					
82	Lesco Flo Ultra - Liquid Wetting Agent, 2-2.5 Gal. Containers/Case, Containing 100% non-ionic surfactant, NO SUBSTITUTIONS	80	CASE					
83	Legacy Turf Growth Regulator, 2-2.5 Gal. Containers/Case, Flurprimidol: 13.26%, Trinexapax-Ethyl: 5.00%, Other Ingredients: 81.74%, NO SUBSTITUTIONS	14	CASE					
84	Ag-Pro Systems Spreader/Sticker, 5 Gallon Container, Active Ingredient: Dimethlopysyloxene Polyalkylene Oxide and Nonionic Surfactants 92%. Constituents ineffective as spray adjuvants 8%,	10	CONT					
85	Plant Food FloThru A-Plus, 5 Gal. Containers/Case, 100% Penetrant & Bicarbonate Reducer, Using Acid Technology with Salicylic Acid and Mineral Acid NO SUBSTITUTE	25	CASE					
86	Plant Food Hydration Plus, Dual Purpose Holder/Penetrant, 5 Gal. Containers/Case, Containing Salicylic Acid and Mineral Acid NO Substitute	35	CASE					
87	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	40	CASE					
88	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	40	CASE					
89	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	30	CASE					

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Mfr. & Pack Bid	Delivery A.R.O.
90	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				
91	Coolterra Soil Additive, 35 Lb. Bag, Ingredients: Coconut Shell Biochar	600	BAG				
92	NAIAD wetting Agent Tablets, 30 Tablets/Case, Must contain 10% Amides, coco, N-(hydroxyethyl) NO SUBSTITUTIONS	18	CASE				
93	Proxy, Bayer Environmental Sciences, Active Ingredient: Ethephon: 21.7%, 2 - 2.5 Gallon Containers/Case	10	CASE				
SECTIO	N XII - INTEGRATED PEST MANAGEMENT PRODUCTS - Soaps and Oils					1	,
94	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				
SECTIO	N XIII - BIO-RATIONALS						
95	Scythe Bio-Rational Herbicide, 2-2.5 Gal. Containers/Case, Non-Selective (Pelargonic AC),	10	CASE				
96	Heritage Bio-Rational Fungicide (Azoxystrobin), 6 lb. Container	12	CONT				
97	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	600	BAG				
SECTIO	N XIV - MISCELLANEOUS PRODUCTS	l .		'			
98	Dye, Tracker Indicator, 2-2.5 Gal. Containers/Case	11	CASE				
99	Lesco Stonewall 4L, 2.5 Gallon Containers	25	GAL				
100	Pesticide Flags, 1,000 Flags/Case	2	CASE				
101	Activated Charcoal, Spill Control, 25 lb. Bag	25	BAG				
102	Talpirid Mole Bait, Contains: Bromethalin .025%, 5 Boxes of 20 Worms/Carton (Total of 100 Worms/Carton), NO SUBSTITUTIONS	8	CTN				

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

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Mfr. & Pack	Delivery A.R.O.
121	Rotterdam Seed Mix, 200 Minimum Seeds per Package	10	PKG					
122	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.