

MIDDLESEX COUNTY IMPROVEMENT AUTHORITY

BID

GENERAL CONDITIONS AND DETAILED SPECIFICATIONS

TO

**FURNISH AND DELIVER GOLF PRODUCTS,
RESALE MERCHANDISE AND CLOTHING**

CONTRACT NO. 18-15R

James P. Nolan
CHAIRMAN

H. James Polos
EXECUTIVE DIRECTOR

MIDDLESEX COUNTY IMPROVEMENT AUTHORITY

FURNISH AND DELIVER GOLF PRODUCTS, RESALE MERCHANDISE AND CLOTHING CONTRACT NO. 18-15R

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MIDDLESEX COUNTY IMPROVEMENT AUTHORITY

FURNISH AND DELIVER GOLF PRODUCTS, RESALE MERCHANDISE AND CLOTHING CONTRACT NO. 18-15R

NOTICE TO BIDDERS

Sealed Bids to Furnish and Deliver Golf Products, Resale Merchandise and Clothing, will be received by the Middlesex County Improvement Authority (Authority) at their office, Middlesex County Improvement Authority, 101 Interchange Plaza, Cranbury, Suite 202 New Jersey 08512 (Physical Location - South Brunswick, New Jersey) until 10:00 a.m., prevailing time, on Tuesday July 24, 2018, at which time and place the Bids will be publicly opened and read aloud. Bids received after said time shall be rejected. The Contract consists of furnishing and delivering Golf merchandise to the Middlesex County Improvement Authority.

INDIVIDUALS AND/OR FIRMS ARE TO SUBMIT AN ORIGINAL PLUS THREE (3) COPIES OF THEIR RESPONSE, AND SHALL TITLE THE SERVICE AS INDICATED ABOVE: "FURNISH AND DELIVER GOLF PRODUCTS, RESALE MERCHANDISE AND CLOTHING-BID ENCLOSED"

All Bids shall be made on forms furnished and shall be enclosed in a sealed envelope marked on the outside with "FURNISH AND DELIVER GOLF PRODUCTS, RESALE MERCHANDISE AND CLOTHING - BID ENCLOSED," and directed to the attention of Kevin McQueeney, Qualified Purchasing Agent, Middlesex County Improvement Authority, 101 Interchange Plaza, Suite 202, Cranbury, New Jersey 08512 (Physical Location - South Brunswick, New Jersey). The name of the Bidder, Bidder's address and the date of the bid opening shall be plainly marked on the outside of the envelope.

Specifications and Bidding Documents may be examined at the office of the Middlesex County Improvement Authority, 101 Interchange Plaza, Suite 202 Cranbury (South Brunswick), New Jersey. Copies of the Bidding Documents may be examined at the office of the Authority on or after Wednesday July 11, 2018, between 9:00 a.m. and 4:30 p.m. The Authority is not responsible for full or partial sets of Bidding Documents, including any addenda, obtained from any other source. Copies of the specifications and bidding documents are available on the Authority website at <http://www.mciauth.com/publicnotice.htm>. Bidders obtaining copies on the website are responsible for monitoring the website for the issuance of any addenda.

Each Bid must be accompanied by bid security in the amount of ten percent (10%) of the bid, not to exceed Twenty Thousand Dollars (\$20,000.00), and in the form of a certified check or cashier's check or a Bid Bond executed by the Bidder and a surety company authorized to do business in New Jersey made payable to the Middlesex County Improvement Authority.

Each Bidder must complete and sign all applicable documents which must accompany the Bid and submit these with the Bid in order to be eligible for consideration for award of a contract.

Bidders are required to comply with the requirements of N.J.S.A.: 10:5-31, et seq. and N.J.A.C. 17:27, Affirmative Action; P.L. 1963, c. 150, Prevailing Wage Act; P.L. 1977, c. 33, Disclosure of Interests, and P. L. 2004, c.57, Business Registration Certificate, all as amended and supplemented.

The Authority reserves the right to reject any or all bids, or to waive any informalities in any bid or to award separate contracts or a lump sum contract (as applicable) in such a manner as shall be in the judgment of the Authority, deemed, in the best interest of the Authority, all in conformity with the law.

Middlesex County Improvement Authority

Paul Abbey, Secretary

James P. Nolan, Chairman

SECTION 00200

GENERAL CONDITIONS

1. BACKGROUND INFORMATION

The Middlesex County Improvement Authority (hereinafter also referred to as MCIA, Authority or Owner) is interested in procuring Golf Products, Resale Merchandise and Clothing for sale at the Tamarack Golf Course, East Brunswick, New Jersey, The Meadows at Middlesex Golf Course, Plainsboro, New Jersey, and Raritan Landing Golf Course, Piscataway, New Jersey (collectively, the "Golf Courses").

This Contract consists of furnishing and delivering Golf Products, Resale Merchandise and Clothing (hereinafter referred to as the "Golf Merchandise") in accordance with the General Conditions and Detailed Specifications attached hereto and made a part hereof. The Golf Products, Resale Merchandise and Clothing shall be provided to the Tamarack Golf Course, Church Lane Gate, East Brunswick, New Jersey, The Meadows at Middlesex Golf Course, 70 Hunters Glen Drive, Plainsboro, New Jersey, and Raritan Landing Golf Course, Sydney Road, Piscataway, New Jersey, in accordance with the dates directed by the Detailed Specifications. Prices shall be net, including all transportation charges fully prepaid by the contractor f.o.b. the Golf Course.

The specific responsibilities of the Successful Bidder(s) for the Furnishing and Delivering of the Golf Products, Resale Merchandise and Clothing are specified in detail in the General Conditions and Detailed Specifications.

2. RECEIPT AND OPENING OF BIDS

The Middlesex County Improvement Authority invites Bids on the forms attached hereto, all blanks of which must be appropriately filled in by typewriter or in ink. Bids will be received at the time and place set forth in the Advertisement for Bids at which time, they shall be publicly opened and read aloud.

3. SCOPE OF WORK

The furnishing and delivering of Golf Products, Resale Merchandise and Clothing (hereinafter also referred to as the "Merchandise") under this Contract embraces the furnishing of all labor, materials, equipment, supplies, fuel, facilities, tools, transportation, supervision, administration, scheduling, and all things necessary to supply and deliver Golf Products, Resale Merchandise and Clothing detailed in the General Conditions and Detailed Specifications.

4. "BUY AMERICAN" PROVISION

Only manufactured products of the United States, wherever available, shall be used in the Work required by these General Conditions and Detailed Specifications.

5. PREPARATION AND AWARD OF BID

All bids must be submitted upon the blank Bid form annexed hereto. The Bid shall state the proposed price for each item of merchandise.

Bidders shall not remove and submit Proposal pages separate from the volume of the General Conditions and Detailed Specifications, but shall submit the Bid and bid security and all required other documents and submissions including but not limited to the Base Bid; Certification of Shareholders, Members, Officers or Partners; Debarred, Suspended and Disqualified Bidder Statement; Non-Collusion Affidavit, Business Registration Certificate; and Bid Bond; and Disclosure of Investment Activities in Iran Form as required by the General Conditions and Detailed Specifications.

Each Bid consisting of an original, and three (3) copies shall be delivered to the MCIA in a sealed opaque envelope bearing on the outside the name of the Bidder, their address, and the name of the project for which the bid is submitted. If forwarded by mail, the envelope containing the bid must be enclosed in another envelope. The outer mailing envelope shall be addressed to the attention of Kevin McQueeney, QPA, Middlesex County Improvement Authority, 101 Interchange Plaza, Suite 202, Cranbury, New Jersey 08512 (Physical Location - South Brunswick, New Jersey). The outer mailing envelope shall be clearly marked "FURNISH AND DELIVER GOLF PRODUCTS, RESALE MERCHANDISE AND CLOTHING BID ENCLOSED". The Authority shall not be responsible for nor be required to grant relief from non-delivery or late delivery of bids forwarded by mail or third-party messenger/delivery services.

In evaluating Bids, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and the total price extension will be resolved in favor of the unit price written in words or numbers and the extension adjusted accordingly. Discrepancies between the indicated sum of any column of figures and the correct sum thereof shall be resolved in favor of the correct sum.

If the Bid is made by an individual, his/her address shall be stated in and he/she shall sign the Proposal. If made by a partnership, joint venture or other similar business entity, its name and principal address shall be stated in and the Bid shall be signed by one or more of the general partners. If made by a corporation, its name and principal address shall be stated in the Bid and the Bid shall be signed by an authorized official of the corporation. A Bid submitted by any Bidder other than an individual shall be accompanied by appropriate evidence of the authority of the person signing the Bid to make a bid on behalf of and bind the Bidder.

Except where the MCIA exercises the right to reject any and all Bids, the MCIA will award Contract(s) to the lowest responsible, responsive Bidder(s) for the Bid items who furnishes adequate security therefor and complies with all requirements of the General Conditions and Detailed Specifications, after investigations are made to determine the Bidder's responsibility and capability.

Payment shall be made only for the actual quantity of Golf Products, Resale Merchandise and Clothing ordered by the Authority. The minimum amount of Golf Products, Resale Merchandise

and Clothing to be ordered by the Authority is -0- and the maximum amount is set forth on the Bid Proposal Sheet.

The MCIA reserves the right to waive any informalities, award separate contracts or a lump sum contract or to reject any and all Bids. Any Bid may be withdrawn by properly notarized written request served to the Qualified Purchasing Agent, Middlesex County Improvement Authority prior to the scheduled time for opening of Bids or authorized postponement thereof. No Bid may be withdrawn after the above scheduled time for opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. Award or rejection of all Bids shall be made within sixty (60) days of receipt of Bids, or any agreed upon extension of the time for award as permitted by law, and no Bidder may withdraw a bid during this period.

Prospective bidders shall have the option of bidding on any and/or all items. The Contract(s) shall be awarded on a per item basis.

6. SUBCONTRACTORS / ASSIGNMENTS

The Bidder shall not assign, transfer, convey, sublet or otherwise dispose of the Contract, or their right, title or interest in or to the same or any part thereof, without previous consent, in writing of the Authority, endorsed upon or attached to each copy of the Contract; and they shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the Contract, unless by and with consent signified in like manner.

If the Bidder shall, without such previous consent, assign, transfer, convey, sublet or otherwise dispose of the Contract in whole or in part or of their right, title or interest therein or in any of the monies to become due under the Contract to any person, firm or corporation, the Contract may, at the option of the Authority, be revoked and annulled, and the Authority thereupon relieved and discharged from any and all liability and obligations growing out of the same to the Bidder and to their assignee or transferee; provided that nothing herein contained shall be construed to hinder, prevent or affect an assignment by the Bidder for the benefit of their creditors made pursuant to the statutes of the State of New Jersey; and no right under this Contract or to any money to become due hereunder, shall be asserted against the Authority in law or in equity by reason of any so-called assignment of this Contract or any part thereof, or any monies to become due hereunder unless authorized as aforesaid by the written consent of the Authority.

7. QUALIFICATION

The MCIA may make such investigations as it deems necessary to determine the ability of the Bidder to perform the Work and the Bidder shall furnish to the MCIA all information and data for this purpose as the MCIA may request. The MCIA reserves the right to reject any Bid if the evidence submitted by or investigation of such Bidder fails to satisfy the MCIA that such Bidder is properly qualified as the lowest responsive, responsible bidder to carry out the obligations of the Contract and to complete the Work contemplated herein.

8. BID SECURITY

Each bid shall be accompanied by bid security in the amount of percent (10%) of the Base Bid or the sum total of all items bid for the term of the Contract, not to exceed the amount of \$20,000.00. Bid security shall be in the form of a cashier's or certified check made payable to the order of the Middlesex County Improvement Authority, or a bid bond substantially in the form contained in the General Conditions and Detailed Specifications. Bid security shall be returned to all except the apparent three lowest responsible, responsive Bidders within ten (10) days, excluding Sundays and Holidays, after opening of bids and the bid security of the remaining unsuccessful Bidders will be returned within three (3) days, excluding Sundays and Holidays, after execution of the Contract by the MCIA and the successful Bidder.

All bid bonds shall name the Middlesex County Improvement Authority as obligee and shall be issued by a surety authorized and licensed to transact business in the State of New Jersey by the New Jersey Department of Insurance. Each bid bond shall name and be signed by the Bidder as principal and shall be accompanied by a valid and effectively dated form of power-of-attorney evidencing the authority of the attorney-in-fact signing the bid bond on behalf of the surety to bind the surety.

9. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful Bidder, upon their failure or refusal to execute and deliver the Contract and any other documents or submissions required by the General Conditions and Detailed Specifications within fifteen (15) calendar days after they have received notice of the acceptance of their bid, shall forfeit to the MCIA, as liquidated damages and not as a penalty for such failure or refusal, the security deposited with their bid. The forfeiture of bid security shall not prevent the MCIA from recovering from the Bidder actual damages sustained beyond the limit of the bid security.

10. PROJECT COMPLETION

The Contract shall be in effect from award of the Contract to July 31, 2019. The merchandise shall be delivered in accordance with the delivery terms set forth in the Detailed Specifications.

11. OBLIGATION OF BIDDER

At the time of the opening of bids, each Bidder will be presumed to have read and to be thoroughly familiar with the General Conditions and Detailed Specifications (including all addenda) and to be fully informed and satisfied as to the conditions existing, the character and requirements of the proposed Work, and the difficulties attendant upon its execution. The failure

or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to their Bid.

Each Bidder must inform themselves fully of the conditions relating to the production and delivery of Work and the employment of labor therefor. Failure to do so will not relieve a successful Bidder of their obligation to furnish all equipment, material and labor necessary to carry out the provisions of their Contract. Insofar as possible, the successful Bidder, in carrying out this Work, must employ such methods or means as will not cause any interruption of or interference with the Work or any activities of the MCIA or any contractor of the MCIA.

12. POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds must file with each bond a certified and dated copy of his or her power-of-attorney.

13. ADDENDUM AND INTERPRETATIONS

No interpretation of the meaning of the General Conditions and Detailed Specifications or other prebid documents will be made to any Bidder orally. Every request for such an interpretation should be in writing, addressed to the Qualified Purchasing Agent, Middlesex County Improvement Authority. To be given consideration, such requests must be received at least seven (7) days, excluding Saturday, Sunday and Holidays, prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the General Conditions and Detailed Specifications. For any bidders that pick up their Bid packet at the Middlesex County Improvement Authority, any addendum if issued shall be mailed by certified mail or telefaxed with certified confirmation to all prospective Bidders (at the respective address furnished for such purposes) no later than seven (7) days, Saturdays, Sundays, and Holidays excepted, prior to the date for the opening of bids. Bidders obtaining copies of the bid from the website are responsible for monitoring the website for the issuance of any addenda.

The failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under their Bid as submitted. All addenda so issued shall become part of the General Conditions and Detailed Specifications. The MCIA shall not be obligated to respond to any request for an interpretation of the General Conditions and Detailed Specifications. The MCIA shall not be responsible for any oral or other interpretation of the General Conditions and Detailed Specifications, except as issued in accordance with this section.

14. APPLICABLE LAWS

The Bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances and rules and regulations of all authorities having jurisdiction over the Work shall apply to the Contract throughout the term of the Work, and they shall be deemed to be included in the Contract the same as though herein written out in full.

15. PARTNERSHIP, MEMBER AND STOCKHOLDERS DISCLOSURE

In accordance with P.L. 1977, c.33 and on the form included in the General Conditions and Detailed Specifications, each Bidder shall set forth the name and addresses of all stockholders or members in the Bidder corporation or limited liability company who own ten percent (10%) or more of its stock of any class or of all partners or limited partners in the Bidder partnership or limited liability partnership who own a ten percent (10%) or greater interest therein, as the case may be. If one or more such stockholders, members, limited partners or partners is itself a corporation, limited liability company, limited liability partnership or partnership, then the names and addresses of the stockholders or members owning ten percent (10%) or more of the stock of any class of that corporation or of the partners or limited partners owning ten percent (10%) or greater interests in that partnership or limited liability partnership, as the case may be, shall also be listed. The disclosure shall continue until all names and addresses of every individual stockholder, member, limited liability partner or partner exceeding the ten percent (10%) ownership criteria has been listed. Each Bidder shall execute the disclosure form in the manner required by the General Conditions and Detailed Specifications.

16. DEBARRED, SUSPENDED AND DISQUALIFIED BIDDER PROVISION

The Bidder shall submit with their Bid a sworn statement, in the form contained in the General Conditions and Detailed Specifications, signed by an officer or general partner of the Bidder, indicating whether or not the Bidder is at the time of the Bid included on the New Jersey State Treasurer's List of Debarred, Suspended, or Disqualified Bidders. The signature on the form shall be notarized. The Bidder will immediately notify the Middlesex County Improvement Authority whenever it appears that the Bidder is on the State Treasurer's List.

17. MECHANIC'S LIEN

The successful Bidder shall not permit any mechanic's liens or other encumbrances to be filed with respect to the Work or any labor, materials, supplies, or other items used in performing the Work or which are intended to or become part of the completed Work. If such a mechanic's lien or other encumbrance is filed, within forty-five (45) days of the filing thereof, the successful Bidder shall discharge such mechanic's lien or other encumbrance or shall post such security in sufficient amount and appropriate form with the proper authorities as may be necessary to satisfy such mechanic's lien or other encumbrance. In addition, and not by way of limitation to the MCIA's right to insist upon and obtain compliance with this Article by the successful Bidder, the MCIA may employ other remedies set forth in the General Conditions and Detailed Specifications upon the breach of this Article.

18. NON-COLLUSION AFFIDAVIT

Each Bidder shall submit with their Bid a properly executed Non-Collusion Affidavit in the form contained in the General Conditions and Detailed Specifications. The signature on the form shall be notarized.

19. AFFIRMATIVE ACTION REQUIREMENTS

Each Bidder is required to comply with the provisions of New Jersey Department of Treasury, Affirmative Action Requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, contained herein.

20. AWARD OF BID

The MCIA reserves the right to reject any or all bids or to waive any material defect or informality in any Bid and to award separate contracts or a lump sum contract (as applicable) if deemed to be in the best interest of the MCIA to do so. In case of tie bids, the MCIA shall have the authority to award orders or contracts to the bidder or bidders selected by the MCIA in its sole discretion.

21. GUARANTEE

The Bidder guarantees that Golf Products, Resale Merchandise and Clothing shall be of first quality throughout and will be in compliance in all respects to the standards for merchandise regularly sold by the manufacturer in the lines ordered. All items to be guaranteed for one year after date of acceptance or if manufacturer prescribes a guarantee of greater duration, the latter time period of the guarantee will control.

22. GOVERNING LAW

New Jersey law will govern the interpretation of the General Conditions and Detailed Specifications. Bidder consents to venue and jurisdiction in the State of New Jersey.

23. PARTIAL INVALIDITY

In the event any provision of the General Conditions and Detailed Specifications shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

24. "OR EQUAL" CLAUSE

Specific reference in the Detailed Specifications to any article, device, product, material, fixture, form or type of construction by name, make or catalog number, with or without the words "or equal" shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition, and the Bidder in such cases, may at their option use any article, device, product, material, fixture, form or type of construction, which in the judgment of the Authority, expressed in writing by the Authority, is equal to that named. In all cases, new material shall be used.

Prospective Bidders must insert the manufacturer's name and model name and number they are submitting quotations on in the appropriate place provided for on the bid sheet. If bidding on "or equal", Bidder shall include literature and specification sheets with the bid. The determination of equivalency shall be solely that of the Authority.

25. STATE SALES TAX EXEMPTION

The Authority is an organization exempt from the New Jersey State Sales and Use Tax Act, N.J.S.A. 54:32B-1 et seq., in accordance with Section 9 of the Act, N.J.S.A. 54:32B-9(a)(1).

26. PATENTS

The Bidder shall hold and save the Authority, its members, officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the Contract.

27. ACCIDENTS, INJURIES, DAMAGES

If it becomes necessary for the Contractor, either as principal or by agent or employee, to enter upon the premises or property of the Authority in order to construct, erect, inspect, make delivery or remove property hereunder, the Contractor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precaution, safeguards and protections against the occurrence or happening of any accidents, injuries, damages or hurt to any person or property during the progress of the Work herein covered, and to be responsible for, and to indemnify and hold harmless the Authority from the payment of all sums of money by reason of all or any such accidents, injuries, damages or hurt that may happen or occur upon or about such Work and all fines, penalties and loss incurred for or by reason of the violation of any city or borough ordinance, regulation of the laws of the State of New Jersey and of the United States while the Work is in progress.

Contractor will carry insurance to indemnify the Authority against any claim for loss, damage, or injury to property or persons arising out of the performance of the Contractor or of their employees and agents or the services covered by the Contract and the use, misuse, or failure of any services used by the Contractor or their employees or agents and shall provide certificates of such insurance to the Authority.

28. PROTECTION OF ITEMS AND PROPERTY

The successful Bidder shall continuously maintain adequate protection for all of its items and the Authority's property from injury, damage or loss arising in connection with the Contract.

29. BIDDER'S INSURANCE

The Bidder shall procure and maintain:

Workmen's Compensation and Employer's Liability Insurance shall be maintained in force during the life of this Contract by the Bidder covering all employees engaged in performance of this Contract in accordance with the applicable statute.

Comprehensive General Liability Insurance with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury and property damage shall be maintained in force during the life of the Contract by the Bidder. The policy shall be a comprehensive form general liability policy and shall include products/completed operation, independent contractors, contractual and broad form property damage liability coverage.

Comprehensive Automobile Liability Insurance covering Bidder for claims arising from owned, hired or non-owned vehicles with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury and property shall be maintained in force during the life of this Contract by the Bidder.

Certificates of the above coverages naming the Authority as additional insured, except workmen's compensation policies, shall be submitted to the Authority. Coverage shall be with acceptable insurance companies only. All certificates shall contain a thirty (30) day notice of cancellation or change in coverage.

30. LABOR

The Contractor shall and will be required to conform to the Labor Law of the State of New Jersey and the various acts Amendatory and Supplemental thereto, and in accordance with the New Jersey Department of Labor and Industry Prevailing Wage Rate Determination. The rate of wages for all laborers employed by the Contractor shall not be less than the prevailing wage rate so established for work to be performed under the terms of the Contract and a copy of the Determination of the Wage and Hour Bureau or other documents specifying the prevailing wages is considered as incorporated by reference as a part of the Contract.

31. DEFAULT OF CONTRACTOR

The Authority shall have the right in case of the failure, neglect or the refusal of the Contractor to furnish and deliver the Services satisfactorily, to terminate the Contract at the expiration of three (3) days written notice to the Contractor served at its last known address according to the records of the Authority. At the expiration of said notice, the Authority may, at its option, proceed to enter into a contract for the performance of the Services, provided, however, that the Contractor shall be responsible for the Authority's cost of procuring the Services in excess of the Contractor's Bid. If the Authority shall declare the Contract in default, in the whole or in any part, such declaration of default shall in no way relieve or affect the liability of the Contractor.

32. RIGHT TO KNOW

All products supplied to the Authority under any Contract shall comply with the New Jersey and Community Right to Know Act (N.J.A.C. 8:59) by providing a Material Safety Data Sheet for each product and, further complying with the uniform labeling requirement on each product container and package before delivery. This is an important and irrevocable part of any resulting Contract.

33. QUANTITIES

Where unit prices are sought, quantities shown are approximate only and the Authority reserves the right to increase or decrease the quantity.

34. BUSINESS REGISTRATION

In accordance with Chapter 57, P. L. 2004, Contractors are required to be registered with the State of New Jersey Department of the Treasury at the time of bid submission. Bidders should provide a copy of their business registration certificate issued by the New Jersey Department of Treasury at the time of submission of its bid but must do so prior to contract award. The Business Registration Certificate issued by the New Jersey Department of the Treasury is the only acceptable form of submission.

35. RECORDS RETENTION

Contractor shall maintain all documentation related to products, transactions or services under this Contract for a period of five (5) years from the date of final payment. Such records shall be available to the New Jersey Office of the State Comptroller upon request.

SECTION 00300

AFFIRMATIVE ACTION

AFFIRMATIVE ACTION REQUIREMENTS

SECTION 00300

AFFIRMATIVE ACTION REQUIREMENTS

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

- a) 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 non-discrimination clause;
- b) 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;
- c) 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 Public 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;
- d) 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.
- e) 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.
- f) 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;

- g) 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;
- h) 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:

- a) Letter of Federal Affirmative Action Plan Approval;
- b) Certificate of Employee Information Report; or
- c) Employee Information Report Form AA 302 (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 subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunities Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations and the MCIA shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter IO of the Administrative Code at N.J.A.C. 17:27.

SECTION 00400

BID FORM

PROPOSAL OF: _____

hereinafter called "BIDDER," organized and existing under the laws of the State of _____, doing business as a Corporation, a Partnership or an Individual.

TO THE: MIDDLESEX COUNTY IMPROVEMENT AUTHORITY hereinafter called "OWNER."

The Bidder agrees to furnish all plant, labor, materials, equipment, vehicles and other facilities and things necessary or proper for, or incidental to the completion of the Contract, as required by and in strict compliance within the time set forth in the General Conditions and Detailed Specifications, at the prices stated herein, and in accordance with the General Conditions and Detailed Specifications for:

Contract No. 18-15R

Furnish and Deliver Golf Products, Resale Merchandise and Clothing

for the

Middlesex County Improvement Authority

This Bid includes all Work associated with providing Golf Products, Resale Merchandise and Clothing for the Golf Courses as required by the General Conditions and Detailed Specifications.

By submission of this Bid, Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication or agreement with any other bidder or with any competitor as to any matter relating to this Proposal.

Bidder hereby agrees to complete the work under this Contract so that the golf merchandise shall be provided to the Owner no later than as directed by the General Conditions and Detailed Specifications.

There is enclosed herewith a Certified Check or Cashier's Check or Bid Bond to the order of the OWNER in the amount of _____ DOLLARS (\$ _____).

(Bidder)

BY: _____

Name or Title

FURNISH AND DELIVER GOLF PRODUCTS, RESALE MERCHANDISE AND CLOTHING

FOR THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY

CONTRACT NO. 18-15R

The Middlesex County Improvement Authority reserves the right to reject any or all bids, or to waive any informalities in any Bid, and to award separate contracts or a lump sum contract (as applicable), whenever it is deemed to be in the best interest of the Middlesex County Improvement Authority to do so. The low bid shall be based on the lowest responsive bid price for each item.

The Bidder agrees to furnish all labor, materials, vehicles, licenses, documentation, fuel, supplies, services and other facilities and things necessary or proper for or incidental to the completion of this Contract, as required by and in strict compliance with the applicable provisions of the General Conditions and Detailed Specifications, for the prices stated herein.

The Authority shall consider award of a Contract for the furnishing and delivery of Golf Products, Resale Merchandise and Clothing. All costs shall be reflected in the Bid prices and no annual escalations shall be considered.

Bidders may bid on any or all items.

SECTION 00410
BID PROPOSAL
CONTRACT NO. 18-15R

Schedule of Prices

Attached is the Bid Sheet for Furnishing and Delivering of Golf Products, Resale Merchandise and Clothing to the Middlesex County Improvement Authority to be completed by the Bidder for each item that the Bidder intends to bid, and by executing below Bidder agrees upon award to furnish the items for the prices stated.

It is agreed that the undersigned Bidder has complied with/or will comply with all requirements concerning licensing and with all other local, state and federal laws, and that no legal requirement has been or will be violated in making or accepting this Bid, in awarding the Contract and/or in the prosecution of the Work required thereunder.

Furthermore, the undersigned, as Bidder, declares that only the person or persons interested in this Bid as principal or principals is or are named below, that no other person than hereinafter named has any interest in this Bid or in the Contract proposed to be taken; that this Bid is made without any connection with any other person or persons making a bid for the same purpose; and that the Bid is in all respects fair and without collusion or fraud.

The undersigned further states that he has available adequate services and finances to properly and expeditiously prosecute the Work proposed and is prepared to present further information to substantiate this statement.

The total price for each item is for bid comparison purposes only and to determine bid security and shall be based on the unit price times the maximum quantity. The MCI A reserves the right to order the minimum to maximum quantities.

The bid security shall be in the amount often percent (10%) of the total on all items bid by the Bidder, not to exceed \$20,000.00.

The low bid shall be based on the lowest responsive total price for each item.

_____ **

BY: _____
Signature, Name and Title

Address: _____

**Insert Bidder's Name. If a corporation, give State of Incorporation, using the phrase "A corporation organized under the laws of _____." If a partnership, give name of partners using also the phrase "Copartners trading and doing business under the firm name and style."

If an individual using a trade name, give individual name, using also the phrase, "an individual doing Business under the firm name and style of _____"

NOTE: Each Bidder other than an individual shall append to its Bid appropriate evidence of the authority of the person signing the Bid to bind the Bidder.

BID PROPOSAL (BID # 18-15: Golf Merchandise)

Submitters Name: _____

Page: 1

<u>NOTES:</u>	<ul style="list-style-type: none"> 1. ONLY SUBMIT ONE (1) PRODUCT/BID PER ITEM # 2. ALTERNATE ITEM, & TWO (2) PRODUCTS PER ITEM SHALL NOT BE CONSIDERED. 3. OR EQUAL/EQUIVALENT ITEMS ARE ACCEPTABLE 4. **EXT. TOTAL PRICE IS: (MULTIPLY MAXIMUM QTY. & UNIT PRICE)
----------------------	---

ITEM #	DESCRIPTION	QTY. U.O.M.	UNIT PRICE	**EXT. TOTAL PRICE
<u>BALLS</u>				
1	VALUE GOLF BALLS	0 - 144 DOZEN		
2	VALUE GOLF BALLS (24 PACK)	0 - 288 PACK		
3	PREMIUM GOLF BALLS	0 - 144 DOZEN		
<u>CLUBS</u>				
4	WEDGES	0 - 36 EACH		
5	PUTTERS	0 - 36 EACH		
<u>APPAREL</u>				
6	MENS PLAIN SHIRTS (Includes 1 Embroidered Logo)	0 - 120 EACH		
7	WOMENS PLAIN SHIRTS (Includes 1 Embroidered Logo)	0 - 24 EACH		
8	MENS FANCY SHIRTS (Includes 1 Embroidered Logo)	0 - 120 EACH		
9	WOMENS FANCY SHIRTS (Includes 1 Embroidered Logo)	0 - 24 EACH		
10	MENS OUTERWEAR (Includes 1 Embroidered Logo)	0 - 90 EACH		
11	WOMENS OUTERWEAR (Includes 1 Embroidered Logo)	0 - 18 EACH		
<u>GLOVES</u>				
12	VALUE (Synthetic)	0 - 288 EACH		
13	PREMIUM (Cabretta Leather)	0 - 108 EACH		
<u>BAGS</u>				
14	NFL LOGOED CARRY GOLF BAG	0 - 16 EACH		

BID PROPOSAL (BID # 18-15: Golf Merchandise)

Submitters Name: _____

Page: 2

<u>NOTES:</u>	<ul style="list-style-type: none"> 1. ONLY SUBMIT ONE (1) PRODUCT/BID PER ITEM # 2. ALTERNATE ITEM, & TWO (2) PRODUCTS PER ITEM SHALL NOT BE CONSIDERED. 3. OR EQUAL/EQUIVALENT ITEMS ARE ACCEPTABLE 4. **EXT. TOTAL PRICE IS: (MULTIPLY MAXIMUM QTY. & UNIT PRICE)
----------------------	---

ITEM #	DESCRIPTION	QTY. U.O.M.	UNIT PRICE	**EXT. TOTAL PRICE
<u>HATS</u>				
15	UNSTRUCTURED COTTON TWILL HAT (Includes 1 Embroidered Logo)	0 - 144 EACH		
16	BLACK MESH HAT (Includes 1 Embroidered Logo)	0 - 144 EACH		
<u>SUN GLASSES</u>				
17	BASIC SUNGLASS (Includes Display)	0 - 200 EACH		
<u>ACCESSORIES</u>				
18	HAT CLIPS (With Logo)	0 - 100 EACH		
19	DIVOT TOOLS (With Logo)	0 - 200 EACH		
20	PREMIUM TEES (Bag of 50)	0 - 200 BAG		

Each bid shall be accompanied by bid security in the amount of 10 per cent (10%) of the sum total of all items bid for the term of the Contract, not to exceed the amount of \$20,000.00. Bid security shall be in the form of a cashier's check made payable to the order of the Middlesex County Improvement Authority, or a bid bond substantially in the form contained in the General Conditions and Detailed Specifications. Bid security shall be returned all except the apparent three (3) lowest responsible, Bidders within ten (10) days, excluding Sundays and Holidays, after opening of bids. The bid security of the of the remaining bidders will be returned within three (3) days, excluding Sundays and Holidays, after execution of the Contract by the MCIA and the successful Bidder.

BID CONTACT INFORMATION
BID 18-15R

COMPANY NAME:

A. PRIMARY CONTACT PERSON:
(please print)

PHONE:

EMAIL ADDRESS:

B. SECONDARY CONTACT PERSON:
(please print)

PHONE:

EMAIL ADDRESS:

SECTION 00420

SUPPLEMENTAL BID FORMS

- CERTIFICATION OF SHAREHOLDERS, MEMBERS, OFFICER, LIMITED PARTNERS OR PARTNERS - SECTION **00410-MANDATORY**
- DEBARRED, SUSPENDED AND DISQUALIFIED BIDDER STATEMENT - SECTION 00420
- AFFIDAVIT OF NON-COLLUSION - SECTION 00430
- RESOLUTION - SECTION 00440
- BID BOND - SECTION 00450 - **MANDATORY**
- BUSINESS REGISTRATION CERTIFICATE - SECTION 00460
- DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN - SECTION 00470

ALL SUPPLEMENTAL BID FORMS MUST BE COMPLETED AND ACCOMPANY PROPOSAL AT THE TIME OF BID. FAILURE TO INCLUDE THE ITEMS MARKED MANDATORY IS AUTOMATIC CAUSE FOR REJECTION.

SECTION 00430

**CERTIFICATION OF SHAREHOLDERS, MEMBERS, OFFICERS,
LIMITED PARTNERS OR PARTNERS**
CONTRACT NO. 18-15R

ALL CORPORATE, LIMITED LIABILITY COMPANY, LIMITED LIABILITY PARTNERSHIP OR PARTNERSHIP BIDDERS MUST COMPLETE THIS FORM IN ACCORDANCE WITH N.J.S.A. 52:25-24.2.

List all shareholders, members, limited liability partners or partners with ten (10%) percent or more of stock or interest in said corporation, limited liability company, limited liability partnership or partnership (all corporate partners or shareholders owning ten (10%) percent or more of the stock must disclose their holdings). If an entity owns a 10% or greater interest, disclosure must continue until the percentage is less than 10%.

<u>Shareholder/Member/Partner/ Limited Partner</u>	<u>Interest</u>	<u>Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please check here if no stockholder, member, limited partner or partner owns ten percent (10%) or more of the stock or interest in the corporation, limited liability company, limited liability partnership or partnership

List all directors and officers of the corporation.

<u>Name</u>	<u>Address</u>	<u>Title</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I hereby certify that the information given above is true and correct as of _____.
(Date of Bid)

I am aware that if any of the foregoing statements made by me above is willfully false, I am subject to punishment.

(Partner or Corporate (Title) Officer to sign)

NOTICE: If there are any questions concerning this form or its completion, refer to N.J.S.A. 52:25-24.2. Attach additional sheets if necessary.

SECTION 00440

DEBARRED, SUSPENDED AND DISQUALIFIED BIDDER STATEMENT
CONTRACT NO. 18-15R

I, _____(Name of Officer), hereby solemnly swear that
_____(Name of Bidder)_____ (Insert "is" or
"is not"), at the time of the Bid, included on the New Jersey State Treasurer's List of Debarred,
Suspended, or Disqualified Bidders. Furthermore, I agree to immediately notify the Middlesex
County Improvement Authority wherever it appears that _____(Name of Bidder)
is on the aforementioned New Jersey State Treasurer's List.

Name of Bidder

By: _____

Title: _____

Subscribed and Sworn to before me this _____
day of ,20_____

Notary Public of _____

Commission Expires _____

SECTION 00450

**NON-COLLUSION AFFIDAVIT FURNISH AND DELIVER GOLF PRODUCTS,
RESALE MERCHANDISE AND CLOTHING
CONTRACT NO. 18-15R**

STATE OF _____
COUNTY SS: _____
OF _____

I, _____, of the Municipality of _____, in the County of _____, State of _____, of full age, being duly sworn according to law on my oath depose and say that:

I am of the firm of _____, the Bidder making the Bid for the above named project, and that I executed the said Bid with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Bid and in this Affidavit are true, correct, and made with full knowledge that the Owner relied upon the truth of the statements contained in said Bid and in the statements contained in the Affidavit in awarding the Contract for the said Bid.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by _____ (Name of Bidder).

Name of Bidder

By: _____

Title: _____

Subscribed and Sworn to before me this _____
day of ,20____

Notary Public of _____

Commission Expires _____

SECTION 00460

RESOLUTION
CONTRACT NO. 18-15R

RESOLVED, that the following officers:

(1)

Be and hereby are authorized and empowered to sign and submit to the Authority the attached Bid and further that said officers are authorized to execute the Contract or any other agreement, bond, or statement necessary for the fulfillment of the obligations incurred by the acceptance of the Authority of the Bid.

I hereby certify that the above constitutes a true copy of a Resolution passed and approved by the Board of Directors at a meeting held on _____ [(2) Insert Date].

Affix Seal: (3)

(3) _____
Secretary

IMPORTANT: ENTRIES MUST BE MADE AT THE FOUR (4) NUMBERED PLACES.

SECTION 00470

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned

_____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the Middlesex County Improvement Authority as Owner in the penal sum of _____ Dollars (\$_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

SIGNED THIS _____ DAY OF _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain bid, attached hereto and made a part hereof to enter into a Contract in writing to:

**Furnish and Deliver Golf Products, Resale Merchandise and Clothing
to the
Middlesex County Improvement Authority
Contract No. 18-15R**

NOW THEREFORE,

- a) If said bid shall be rejected, or in the alternate,
- b) If said bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed), then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations, have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

ATTEST:

SECRETARY

(SEAL)

WITNESS AS TO PRINCIPAL

ADDRESS

PRINCIPAL

By:_____

ADDRESS

ATTEST:

SECRETARY

(SEAL)

WITNESS AS TO SURETY

ADDRESS

SURETY

By:_____

ATTORNEY-IN-FACT

ADDRESS

NOTE: The Bid Bond shall be in the amount of 10% of the Base Bid of all items bid, but not to exceed \$20,000. The Surety Company Attorney-In-Fact shall also submit a duly notarized Power-of- Attorney.

SECTION 00480

BUSINESS REGISTRATION CERTIFICATE
CONTRACT NO. 18-15R

Bidder must be registered with the State of New Jersey Department of the Treasury. Bidder should attach a copy of Bidder's Registration Certificate issued by the State of New Jersey Department of the Treasury but must do so prior to contract award. Only this Certificate is an acceptable submission.

SECTION 00490

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
FURNISH AND DELIVER GOLF PRODUCTS, RESALE MERCHANDISE AND CLOTHING
CONTRACT NO. 18-15R**

Bidder Name: _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

___ is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for energy sector of Iran, **AND**

___ is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed accurate and precise description of the activities must be provided in part 2 below under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

NAME: _____ Relationship to Bidder: _____

Description of Activities: _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Middlesex County Improvement Authority is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the MCIA to notify the MCIA in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in the certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the MCIA and that the MCIA at its option may declare any contracts(s) resulting from this certification void and unenforceable.

Full Name (Print) _____ Signature: _____

Title: _____ Date: _____

SECTION 00500

CONTRACT

THIS AGREEMENT, made this _____ day of _____, 20____,

by and between the Middlesex County Improvement Authority herein called "OWNER," and

(a corporation - a partnership - an individual doing business as)

(address)

County of _____, State of _____ hereinafter called
"CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the work described as follows:

**Furnish and Deliver Golf Products, Resale Merchandise and Clothing
to the
Middlesex County Improvement Authority
Contract No. 18-15R**

hereinafter called the Project, for the furnishing and delivery of Golf Products, Resale Merchandise and Clothing at the unit price(s) as set forth in "Schedule A", which is attached hereto and made a part hereof, under the terms as stated in the General Conditions and Detailed Specifications which are incorporated herein by reference; and the Contractor's own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendents, labor, insurance, and other accessories and Services necessary to complete the Work as described in the General Conditions and Detailed Specifications, all of which are made a part hereof and collectively evidence and constitute the Contract.

The Contractor hereby agrees to commence work under this Contract so that the Golf Products, Resale Merchandise and Clothing shall be provided to the Owner no later than as directed by the General Conditions and Detailed Specifications, or at such later date directed by the Owner.

Contractor agrees to pay the Owner additional damages, based on actual cost, which may be incurred by Owner for failure to provide the Golf Products, Resale Merchandise and Clothing to the Owner as required by the General Conditions and Detailed Specifications.

The Owner agrees to pay the Contractor in current funds for the performance of the Contract, subject to additions and deductions, as provided in the General Conditions and Detailed

Specifications, and to make payments on account thereof as provided in the General Conditions and Detailed Specifications.

The parties to this Contract agree to incorporate into this Contract the mandatory language of Subsection 3.4(a) of the Regulations promulgated by the New Jersey State Treasurer pursuant to N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, as amended and supplemented from time to time and the Contractor or subcontractor agrees to comply fully with the terms, provisions and obligations of said Subsection 3.4(a) of said regulations.

IN WITNESS WHEREOF, the parties of these presents have executed this Contract in three (3) counterparts, each of which shall be deemed an original on the day first above mentioned.

ATTEST:

**MIDDLESEX COUNTY
IMPROVEMENT AUTHORITY,
OWNER:**

Paul Abbey, Secretary
(SEAL)

By: _____
James P. Nolan, Chairman

ATTEST/WITNESS

CONTRACTOR:

(Print name and title)
(Seal)

By: _____

(Print name and title)
Address: _____

SECTION 00600

MIDDLESEX COUNTY IMPROVEMENT AUTHORITY GOLF PRODUCTS, RESALE MERCHANDISE AND CLOTHING DETAILED SPECIFICATIONS CONTRACT NO. 18-15R

D 1.0 INTENT

It is the intention of these specifications to describe to prospective bidders the requirements for Golf Products, Resale Merchandise and Clothing and related items.

D 2.0 SCOPE

The bidder is to furnish and deliver any or all items as called for in the specifications as instructed by the Authority. The Authority may award contracts to multiple qualifying vendors who satisfy the requirements set forth in the General and Detailed Specifications. A contract will be awarded to the bidder submitting the lowest responsible bid meeting the requirements of this specification. Vendors must be Authorized Distributors for each Manufacturer's item(s) submitted for bid.

D 3.0 GENERAL

The items shall be new and of the latest design. The items shall be furnished complete in every detail and ready for use when delivered to the Authority. Any item differing in minor details from these specifications may be considered provided such differences are clearly noted and described in detail by the bidder and attached to the proposal and considered by the purchaser to be , in all essential respects in compliance with these specifications. If requested, the bidder shall bring to the Authority, the items or a portion thereof, for a final inspection before the bid is awarded.

Prices must be listed on the bid price sheet and prices must be submitted with the bid. Typical supplies needed for use on all courses shall include but not be limited to:

Apparel (shirts and jackets), golf gloves, golf clubs, golf bags, hats, sunglasses, golf balls, and accessories, logos on apparel and hats

The minimum amount to be ordered is zero (0) and the maximum amount is set forth in the specifications below and on the Bid Sheet.

D 4.0 QUANTITIES

Quantities stated in the specifications are approximate quantities only and the Authority reserves the right to increase or decrease the quantities without increase or decrease in price.

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

Vendor must also agree that no minimum quantity is required when ordering merchandise. All bidders shall submit to the Authority the name address and phone number of the person responsible for contracts.

D 5.0 DELIVERY

All items shall be delivered F.O.B. destination, along with a **PACKING SLIP** to the courses indicated below. Delivery shall be made within five (5) business days after notification of order and shall be made to the following: Tamarack Golf Course, Church Lane Gate, East Brunswick NJ 08816, Raritan Landing Golf Course, Sydney Road, Piscataway NJ 08854, and The Meadows @ Middlesex, 70 Hunters Glen Drive, Plainsboro NJ 08536 Attention: Superintendent. The successful Bidder(s) shall deliver the specified items when and as directed by the Authority. In the event of an emergency, item shall be delivered within 24 hours or be available for immediate pick up. Delivery or pick-up shall be determined by the Authority when ordering.

D 6.0 PACKAGING

All products listed on the Bid Sheet shall be delivered in the manufacturer's standard packaging, so constructed as to adequately protect the products in transit. All bags or containers shall be clearly marked with the products description and shall be delivered in first class condition, free from openings, tears, punctures or damage of any nature. The vendor will specify the items to be delivered at the time of order. If an order is incomplete, the vendor should make proper notation. Additionally, if an item is out of stock the vendor must provide an estimated delivery date. If the item has been discontinued, the vendor must notify the Authority and the point of contact will then decide whether a refund will be requested or alternate merchandise supplied.

D 7.0 METHOD OF AWARD

The contract shall be awarded to the lowest responsive, responsible bidder based on the **Total Ext. Cost** as provided on the *Bid Evaluation Sheet*.

D 8.0 CONTRACT PERIOD

The contract shall be in effect from the Date of Award until July 31, 2019.

D 9.0 BASIS OF AWARD

Manufacturers will be contacted to ensure that bidders are authorized distribution agents. If a bidder is found not to be an authorized distribution agent, the proposal will be considered null and

void. The Authority reserves the right to accept or reject any or all bids and to award in a manner which in their estimation will be in the best interest of the agency.

D. 10.0 METHOD OF AWARD

This is an open-end contract. The goods and /or services are on call if and when needed. The contract amount is an estimate and the Authority reserves the right to increase the contract by up to 20% or decrease the contract by up to 100%.

Vendor named in the contract shall be paid only for actual goods and services furnished during the period of the contract.