BID

SPECIFICATIONS

FOR

Lawn Mowing, Shrub Care and Snow Removal Services
NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids for the Lawn Mowing, Shrub Care and Snow Removal Services for the Ocean County Library, will be received by the Library Buyer at the Toms River Library, Administrative Offices/2nd floor, 101 Washington Street, Toms River, New Jersey 08753; Tuesday, March 3, 2020 (11am EST).

Specifications and form of proposal may be obtained at the Toms River Library, Administrative Offices, 101 Washington Street, Toms River, New Jersey 08753.

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.

By order of the Ocean County Library Commission.

Signed:

SUSAN QUINN
Director

PHIL ROSENOW
Buyer
INSTRUCTIONS TO BIDDERS

1. All Bids:
   - WILL BE OPENED PUBLICLY IN THE ADMINISTRATION OFFICES, 2ND FLOOR, 101 WASHINGTON STREET, TOMS RIVER, NEW JERSEY, COMMENCING AT 11 A.M., PREVAILING TIME ON THE DATE SPECIFIED IN THE NOTICE TO BIDDERS.
   - WHICH ARE TO BE HAND DELIVERED THE DAY OF THE OPENING MUST BE TAKEN AND PRESENTED TO THE BUYER OR ADMINISTRATIVE REPRESENTATIVE AT THE TIME THE BIDS ARE CALLED FOR.
   - WHICH ARE TO BE MAILED, SHALL BE MAILED TO THE:

   OCEAN COUNTY LIBRARY
   ATTN: PURCHASING DEPARTMENT
   101 WASHINGTON STREET
   TOMS RIVER, NJ 08753

   AND MUST BE RECEIVED PRIOR TO 10:30 A.M., PREVAILING TIME ON THE DATE ON WHICH THEY ARE TO BE OPENED.

   - THE LIBRARY WILL NOT BE RESPONSIBLE FOR LATE MAIL DELIVERIES AND NO BIDS WILL BE ACCEPTED IF RECEIVED AFTER THE TIME STIPULATED IN THE NOTICE TO BIDDERS.

2. Bidders must complete and sign all documents included with the bid package:

   Documents are not to be altered, changed or modified in any way. Any changes to documents may result in disqualification of bid.

   - AFFIRMATIVE ACTION QUESTIONNAIRE
   - NON-COLLABORATION AFFIDAVIT
   - SIGNATURE PAGE
   - STATEMENT OF OWNERSHIP (CHAPTER 33 OF THE LAWS OF 1977)
   - ACKNOWLEDGMENT OF RECEIPT OF ADDENDA OR REVISIONS (IF ISSUED)
   - PRICE SCHEDULE
   - DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM
   - ANY OTHER DOCUMENTS THAT MAY BE REQUIRED IN THE SPECIFICATIONS
   - CERTIFICATES OF INSURANCE

   Failure to do so, will be cause for rejection. Each bid must be signed in ink or ballpoint pen by person authorized to do so. (Black ink preferred)
3. The Library reserves the right to reject any or all bids, or to waive any informalities in the bids, and unless otherwise specified by the bidder, to accept any item in the bid, should it be deemed in the best interest of the Library to do so.

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

5. The bidder, if awarded a contract, agrees to protect, defend and save harmless the Library 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 Library 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.

6. The contractor shall maintain insurance to protect against all claims under Workmen's Compensation, Comprehensive General Liability and Automobile and shall be subject to approval for adequacy of protection. Copies of each Insurance Certificates shall be furnished to the library with the bid. See page 16 for Insurance Statement details.

7. It is to be understood by the bidder that this bid is submitted on the basis of specifications, attached (pages 21-27), General Conditions/Scope of the Work prepared by the Library and the fact that any bidder is not familiar with these specifications or conditions will not be accepted as an excuse.

8. NO BID SECURITY

9. NO PERFORMANCE BOND

10. Bidders must use the attached Proposal Forms (pgs. 28-35) and Price Schedule (pg. 36), furnished by the Ocean County Library when submitting their bid.

11. A copy of bidder’s New Jersey Business Registration Certificate should be included with the bid. If it is not, it will be required prior to award of the contract. The certificate must be dated prior to the receipt of bids.

12. 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 Library. 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.

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

14. Contract will be awarded on a per region basis.

15. 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.

16. Award will be made by Ocean County Library Commission within sixty (60) days after receipt of bids.

17. 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.

18. Equal or Tie Bids. The Library reserves the right to award at their discretion to any one of the tie bidders.

19. The Library is exempt from any State sales tax or Federal excise tax.

20. 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.
21. Quantities shown are approximate and the Library reserves the right to decrease or omit quantities. The Library also reserves the right to increase quantities to twenty (20) percent of the maximum quantities listed at the unit price bid.

22. The contract shall be in effect for one year beginning April 1, 2020 with a 2nd year renewable option. (See Pg. 36). The Library reserves the right to extend the term of the contract pursuant to N.J.S.A. 40A:11-15.

23. Bids may be hand delivered or mailed per legal notice to bidders. More than one response from a company/individual under the same names shall not be considered. In the case of mailed bids the Library assumes no responsibility for bids received after the designated date and time and will return late bids to the bidder unopened.

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

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

26. Public Works Contractor Registration Act
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 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 prior to physically starting work. It is the responsibility of the General Contractor to insure that all non-listed contractors comply.

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

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

28. 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.

The successful bidder will be required to show compliance with this requirement by submitting to the appropriate project coordinator the confirmation number obtained from ONE-CALL before any excavation is undertaken.

29. Special Surety Bid Requirements for Certain Construction Projects. The attention of the bidder is called to the provisions of P.L. 1995, Chapter 384 enacted on January 10, 1996 which requires that the Ocean County Library shall only accept performance and payment bonds from surety companies meeting the requirements of that statute. The bidder shall deliver with its bid a Consent of Surety. The Bidder's Surety Company shall complete the "Certificate of Surety Company" which bidder shall submit with its bid.

30. New Jersey Business Registration Requirements. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- The contractor must provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;

- Subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors must collect such proofs of business registration and maintain them on file;

- Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used; and,

- During the term of this contract, the contractor and its affiliates must collect and remit, and must notify all subcontractors and their affiliates that they must collect and remit, to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of
tangible personal property delivered into this State.

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

Please see samples of acceptable Business Registration Certificates on next page.

31. Pay to Play Requirements: The Vendor/Contractor must file an annual political contribution disclosure statement with the New Jersey Election Law Enforcement Commission ("ELEC") pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the Vendor/Contractor receives contracts from public entities totaling in excess of $50,000 in a calendar year. It is the Vendor's/Contractor's responsibility to determine if the filing of an ELEC disclosure statement is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us

32. For further information regarding the specifications contact: Mr. Joseph Cahill, Facilities Supervisor at 732-278-9541 or Mr. Michael Erickson, Assistant Facilities Supervisor at 908-783-1146.
THESE ARE SAMPLES OF THE ONLY ACCEPTABLE BUSINESS REGISTRATION CERTIFICATES.

ONE OF THESE DOCUMENTS MUST BE PROVIDED WITH THE BID OR PRIOR TO AWARD OF THE
CONTRACT, REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE
COUNTY OF OCEAN. THE CERTIFICATE MUST BE DATED PRIOR TO THE RECEIPT OF BIDS.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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<th>TAX REG TEST ACCOUNT</th>
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<tr>
<td>Address:</td>
<td>847 ROEBLING AVE</td>
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<td>TRENTON, NJ 08611</td>
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<tr>
<td>Certificate Number:</td>
<td>1093907</td>
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<tr>
<td>Date of Issuance:</td>
<td>October 14, 2004</td>
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For Office Use Only:
20041014112823533
NON - COLLUSION AFFIDAVIT

STATE OF NEW JERSEY:
                        ss
COUNTY OF:

I, ___________________________ of the City of __________________________, of full age, being duly sworn according to law on my oath depose and say that:

I am ___________________________ of the firm of __________________________ of the bidder making the Proposal for the above-named Project, and that I executed the said Proposal with full authority so to do; 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 Proposal and in this affidavit are true and correct, and made with full knowledge that the Ocean County Library relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said Project.

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

(Name of Contractor)

(Also type or print name of affiant under signature)

Subscribed and sworn to before me this ___________
day of ___________, 20__.

______________________________
Notary Public of
My commission expires
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE BID NON-RESPONSIVE;

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at [http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf). Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, she 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 party.

PLEASE CHECK THE APPROPRIATE BOX:

- [ ] I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed below nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed below, or I am an officer or representative of the entity listed below and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

- [ ] OR

- [ ] I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the certification below. **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 a detailed, 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.

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE ADD AN ADDITIONAL SHEET(S) OF PAPER.

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<th>Name</th>
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<th>Description of Activities</th>
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<th>Duration of Engagement</th>
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<th>Bidder Contact Name</th>
<th>Contact Phone Number</th>
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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 County of Ocean is relying on the information contained herein and therefore acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County to notify the County in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this 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 County of Ocean and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

Name of Bidder:

Full Name (Print): ___________________________ Signature: ___________________________

Title: ___________________________ Date: ___________________________
EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
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 Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.
NOTICE TO ALL CONTRACTORS


A. ACTIVITY OF YOUR COMPANY- Indicate below:

☒ Procurement and/or Service Company
☒ Professional Consultant
☐ Other

All Contractors, except Government Agencies, are required to comply with the above law.

B. TO ALL CONTRACTORS:

1. 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 Ocean County Library:

   (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 Ocean County Library.

C. QUESTIONS BELOW MUST BE ANSWERED BY ALL CONTRACTORS:

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

   Yes _____   No _____

   (a) If yes, please submit a photocopy of such approval.

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

   Yes _____   No _____

   (a) If yes, please submit a photocopy of such certificate.

The undersigned Contractor certifies that he is aware of the commitment 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.) and agrees to furnish the required documentation pursuant to the law.

COMPANY: ______________________________

SIGNATURE: _____________________________

TITLE: ________________________________

Note: A contract must be rejected as non-responsive if a contractor fails 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.).
NEW JERSEY ANTI-DISCRIMINATION PROVISIONS  
N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

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

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

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

d. This contract may be cancelled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.
AMERICANS WITH DISABILITIES ACT
Equal Opportunity For Individuals With Disabilities

The CONTRACTOR and the LIBRARY 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 LIBRARY 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 LIBRARY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect and save harmless the LIBRARY, 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 LIBRARY’S grievance procedure, the CONTRACTOR agrees to abide by any decision of the LIBRARY which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the LIBRARY or if the LIBRARY 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 LIBRARY 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 LIBRARY or any of its agents, servants and employees, the LIBRARY shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the LIBRARY or its representatives.

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

It is further agreed and understood that the LIBRARY 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 LIBRARY from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.
The Ocean County Library does not discriminate on the basis of handicapped status in the admission or access to, or treatment, or employment in its programs or activities.

The Ocean County Library shall allow access to any books, documents, papers and records of the contractor, which are directly pertinent to that specific contract.

Compliance is required with all applicable standards, orders, or requirements issued under 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency Regulations (40 CRF, Part 15) which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.

“The Ocean County Library considers it to be a substantial conflict of interest for any company desiring to do business with the County to be owned, operated or managed by any Library employee, nor shall any Library personnel be employed by the vendor in conjunction with any work to be performed for or on behalf of the Ocean County Library”.

I HEREBY CERTIFY COMPLIANCE WITH THE FOREGOING.

Partnership
The undersigned is a Corporation under the law of the State
Individual
of ____________________________, having principal offices
at ____________________________.

NAME OF COMPANY, CORPORATION OR INDIVIDUAL
- PLEASE PRINT -

SIGNED BY: __________________________

PRINT NAME AND OFFICIAL TITLE

ADDRESS: __________________________

INCLUDE ZIP CODE

TELEPHONE: __________________________

E-MAIL ADDRESS __________________________

FEDERAL IDENTIFICATION NO. __________________________
"SIGNATURE PAGE"

STATEMENT SETTING FORTH THE NAMES AND ADDRESSES OF STOCKHOLDERS OR PARTNERS OWNING MORE THAN 10% OF ____________________________________________________

(NAME OF ORGANIZATION)

IN COMPLIANCE WITH CHAPTER 33 OF THE LAWS OF 1977.

LLC CORPORATIONS MUST DISCLOSE PERCENTAGE (%) OF OWNERSHIP

The following constitute the names and addresses of all stockholders in the corporation if the corporation is a bidder, or partners if the bidder is a partnership who own 10% or more of the corporate stock of the bidder of any class or of all individual partners in the partnership who own 10% or greater interest therein.

In the event no stockholder or partner owns 10% or greater, please so indicate at the appropriate space on this form.

If one or more such stockholder or partner is itself a corporation or is a partnership, the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership are as follows:

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<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>PERCENTAGE OF OWNERSHIP</th>
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</table>

IF NO STOCKHOLDER OR PARTNER OWNS 10% OR MORE OF THE CORPORATE STOCK OR OWNERSHIP OF THE BIDDER, CHECK HERE __________

I certify that the foregoing information is correct.

_____________________________
Signature of Secretary or Partner

_____________________________
Print Name and Title

of

_____________________________
Corporation or Partnership

THIS FORM MUST BE COMPLETED AND SIGNED
OCEAN COUNTY LIBRARY

ADDENDUM NO:__________________________

ADDENDUM NO:__________________________

ADDENDUM NO:__________________________

ACKNOWLEDGMENT

PROJECT ENTITLED:_____________________________________________________

Acknowledgment is hereby made of the receipt of Addendum No._________________________ containing information for the above referenced project.

BIDDER: __________________________________________

BY:             _______________________________________________  

SIGNATURE: ___________________________________________

TITLE:              ___________________________________________

DATE:            ____________________________________________

NOTE:

WHEN AN ADDENDUM IS ISSUED, THIS ACKNOWLEDGMENT MUST BE ENCLOSED WITH THE PROPOSAL AT THE TIME OF BIDDING. FAILURE TO DO SO WILL RESULT IN BID REJECTION.
INSURANCE STATEMENTS

Insurance

The contractor shall assume all responsibility for his actions and those of anyone else working for him while engaged in any activity connected with this contract. The contractor shall carry sufficient insurance to protect him, the County Library Commission and the County of Ocean from any property damage or bodily injury claims arising out of the contracted work. Certificates of Insurance coverage must be included with the bid.

**Primary Coverage:** The insurance policies and coverage provided by the bidder to the Ocean County Library shall apply as primary coverage with respect to any other insurance or self-insurance program afforded to the Ocean County Library. 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 Ocean County Library.

1. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employer's Liability insurance as required by applicable State and Federal law.

2. Comprehensive General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and shall include the Library Commission and the County of Ocean as an additional insured. **Limits of liability shall not be less than $500,000 per person and $1,000,000 per occurrence for bodily injury liability, and not less than $1,000,000 per occurrence for property damage liability.**

3. Comprehensive Automobile Liability policy covering owned, non-owned and hired vehicles with minimum **limits of $1,000,000 per person and per occurrence for bodily injury liability and for property damage liability.**

**NOTICE:** All required insurance coverage must be in effect not later than 12:01 AM at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.

Liability insurance must remain in effect for the duration of the contract, including any extension, and for ninety days following termination of all work.

Vendor shall list name of insurance firm with whom he maintains insurance coverage or from whom he contemplates purchasing above insurance and a person to contact at this firm. (SEE DATA SHEET). No contract shall be executed without proof of required coverage.

Name of Insurance Company

Name of Insurance Representative

Phone Number of Insurance Representative

*The Ocean County Library does not discriminate on the basis of handicapped status in the admission or access to, or treatment, or employment in its programs or activities. The Library Commission shall allow access to any books, documents, papers and records of the contractor, which are directly pertinent to the specific contract.*
CONTRACTOR DATA SHEET

The number of years your firm has been supplying Lawn Mowing, Shrub Care and Snow Removal.
__________________________.

How many personnel will be available to work on this contract ____________________.

CONTRACTOR MUST CONFORM TO SCHEDULE ON WORKSHEET AND WILL BE REQUIRED TO PROVIDE DOCUMENTATION WHICH MAY INCLUDE PAYROLL CERTIFICATION AS PROOF OF COMPLIANCE.

Name(s) of supervisor(s) to be assigned to work on this contract. Please include how long these individuals have worked for your firm.

Name

Years employed by firm

Attach all names to this form.

Locations of bidders’ facility where bidders’ equipment may be inspected:

Name

Address

Name(s) and phone number(s) of management personnel to be contacted if problems or emergencies occur:

Name(s) ________________________________ Name(s)
Phone Number ____________________________ Phone Number

Please provide a list of institutions, industries and commercial buildings under contract with your firm. Indicate name of a person with phone number the Library may contact for reference.

<table>
<thead>
<tr>
<th>CURRENT CLIENTS</th>
<th>LENGTH OF CONTRACT</th>
<th>NAME &amp; PHONE NUMBER TO CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>__________________</td>
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</tbody>
</table>

Attach additional clients’ names and required information to this form.

NOTICE: The Library Director and the Library Commission Reserve the right to visit and inspect any of the client’s facilities.
**BID DOCUMENT CHECKLIST**

**Bid Title:** Ocean County Library Lawn Mowing, Shrub Care and Snow Removal

<table>
<thead>
<tr>
<th>Items Required with Bid</th>
<th>Submission Requirement</th>
<th>Items Submitted (Bidder's Initials)</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Non-Collusion Affidavit</td>
<td></td>
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<tr>
<td>X</td>
<td>Affirmative Action Questionnaire</td>
<td></td>
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<tr>
<td>X</td>
<td>Signature Page</td>
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<tr>
<td>X</td>
<td>Statement of Ownership (Chapter 33 of the Laws of 1977)</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>Acknowledgment of Receipt of Addenda or Revisions (if issued)</td>
<td></td>
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<tr>
<td>X</td>
<td>Price Schedule/Proposal Forms</td>
<td></td>
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<tr>
<td>X</td>
<td>Copy of Bidder’s New Jersey Business Registration Certificate</td>
<td></td>
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<tr>
<td>X</td>
<td>Insurance Statements and Certificates of Insurance</td>
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<tr>
<td>X</td>
<td>Contractors Data Sheet</td>
<td></td>
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<tr>
<td>X</td>
<td>Disclosure of Investment Activities in Iran Form</td>
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<tr>
<td>X</td>
<td>References</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Certification of Available Equipment</td>
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<td></td>
<td>Certified Financial Statement</td>
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<td></td>
<td>Compliance Responses</td>
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<td></td>
<td>Descriptive Literature and Technical Specifications</td>
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<td></td>
<td>Product Samples</td>
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<tr>
<td></td>
<td>References</td>
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</table>

THE UNDERSIGNED BIDDER HEREWITH SUBMITS THE ABOVE REQUIRED DOCUMENTS.

PRINT NAME OF BIDDER: ________________________________

SIGNED BY: ________________________________

PRINT NAME AND TITLE: ________________________________

DATE: ________________________________

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

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

NO ASSIGNMENT

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

OWNERSHIP DISCLOSURE

All contractors shall comply with all laws governing the disclosure of all stockholders or partners, as included in N.J.P.L. 1977, Chapter 33.

BID REVIEW

Bids may be reviewed once the bid meeting has concluded. Additionally, bid results are available in the Ocean County Library Purchasing Department on the day following the openings for any interested party that may wish to review them.

Requests for bid tabulations by mail will not be honored. In person requests for copies of bid results will follow the Library policy for copies.

EVALUATION

The quality of the equipment supplied, their conformity with the specifications, their suitability to requirements, delivery terms, guaranty clauses, price of the materials shall all be taken into consideration. Where equivalent equipment is offered, the Library will determine if the proposed item is equal or better than that specified.

AVAILABILITY OF FUNDS

The Library’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 Library for payment of any money shall arise unless, and until funds are made available each year to the Director of the Library.

INFORMALITIES

The Ocean County Library reserves the right to reject any or all bids, to waive any informality in bid, to accept in whole or in part such bid or bids as may be deemed in the best interest of The Ocean County Library.

MODIFICATIONS & WITHDRAWALS

Telegraphic or Electronic bids will not be considered. Bids may be withdrawn based on written request received from the bidder prior to the time fixed for opening. No right for withdrawal exists after the bid has been opened. Written request shall be signed by the bidder or proper corporate officers.
USE OF OTHER NAMES AND REFERENCES

Unless otherwise stated, the use of manufacturers' names and product numbers are for descriptive purposes, and establishing general quality levels only. They are not intended to be restrictive. Bidders are required to state exactly what they intend to furnish, otherwise it is fully understood that they shall furnish all items as stated.

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 Library upon due notice of deficiency.

WARRANTY

Manufacturer’s warranty shall apply.

MODEL INFORMATION REQUIRED

The manufacturer, make and exact models proposed as substitutes shall also be submitted on bidder's letterhead with any proposal contended to be "equivalent."

AVAILABILITY AND DELIVERY

The bidder must indicate the number of days required for the delivery After Receipt of Order (A.R.O.)

TRANSITIONAL PERIOD

In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or the Ocean County Library, the Contractor shall continue all terms and conditions of said contract for a period not to exceed thirty (30) days at the Library’s request.

COMPLIANCE TO MINIMUM BID REQUIREMENTS

EQUIVALENT PROPOSALS

It is the intent of these specifications to describe and govern the purchase of a new and unused (N/A) with any and all accessories as noted herein. The unit shall conform to the highest quality of manufacturing and design standards. Any item or items not specifically mentioned herein, but which would be required to produce a complete working unit, shall be supplied by the vendor.

All bidders must answer compliance questions in full. A general exception cannot be taken for any paragraph or item. If a bidder is basing his proposal on equipment other than what is specified in these bid documents and wishes the equipment he proposes to be considered as an "approved equal", he shall submit on a separate sheet, in the exact format of the technical specifications contained herein, an item by item description of that which he proposes to substitute including any and all variations from or exceptions to the conditions and specifications of this bid. Failure to comply will result in rejection of bid.
SPECIFICATIONS FOR
LAWN CUTTING,
FLOWER BED, SHRUB MAINTENANCE
and SNOW REMOVAL SERVICES
2020-21

A. INTENT:

This specification covers the requirements for Lawn Cutting, Flower Bed and Shrub Maintenance and/or Snow Removal Services at the location designated herein.

B. SITES: REGION I NOT USED IN THIS CONTRACT. See attached “Site Location Diagrams”, (Pgs. 37-53) showing property boundaries. (For illustrative purposes only.)

SNOW REMOVAL AND LAWN SERVICE
Region II Brick Branch, 301 Chambers Bridge Road, Brick, NJ 08723
Point Pleasant Borough Branch, 834 Beaver Dam Road, Point Pleasant, NJ 08742
Point Pleasant Beach Branch, 710 McLean Ave., Point Pleasant Beach, NJ 08742
Upper Shores Branch, 112 Jersey City Ave, Lavallette, NJ 08735

SNOW REMOVAL AND LAWN SERVICE
Region III Berkeley Branch, 30 Station Road, Bayville, NJ 08721
Beachwood Branch, 126 Beachwood Blvd. Beachwood NJ 08722
Lacey Branch, 10 E. Lacey Road, Forked River, NJ 08731
Waretown Branch, 112 Main Street, Waretown, NJ 08758
Barnegat Branch, 112 Burr Street, Barnegat, NJ 08005

SNOW REMOVAL AND LAWN SERVICE
Region IV Stafford Branch, 129 North Main Street, Manahawkin, NJ 08050
Long Beach Island Branch, 217 South Central Avenue, Surf City, NJ 08008
Tuckerton Branch, 380 Bay Avenue, Tuckerton, NJ 08087
Little Egg Harbor, 290 Mathistown Road, Little Egg Harbor, NJ 08087

SNOW REMOVAL AND LAWN SERVICE
Region V Manchester Branch, 21 Colonial Drive, Lakehurst, NJ 08733
Plumsted Branch, 119 Evergreen Road, New Egypt, NJ 08533
Lakewood Branch, 301 Lexington Ave., Lakewood, NJ 08701
Jackson Branch, 2 Jackson Drive, Jackson, NJ 08527

C. PERFORMANCE REQUIREMENTS:

All work shall be performed as described in this specification. Deviations will not be considered unless the bidder can explain, in detail, that the deviation is of material benefit to the Library and provides service levels at least equal to that specified.

D. PERIOD OF CONTRACT:

The contract(s) shall be for twelve months commencing April 1, 2020 with a second (2nd) year renewable option. Notification to terminate or continue the contract for an additional year shall be made by December 15, 2020 and communicated to the contract holder at that time.
E. **ADDITIONS AND/OR DELETIONS:**

During the period of the contract or the extension thereof, the Library reserves the right to add or delete specific services and/or locations at the prevailing contract prices. Contractor will be given seven (7) days notice to effect requested change.

F. **AVAILABILITY OF FUNDS:**

The Library’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 and money shall arise unless and until funds are made available each year to the Library Commission.

G. **METHOD OF INSPECTION OF WORK AND LIQUIDATION DAMAGES FOR NON-PERFORMANCE:**

The Contractor shall establish a cutting schedule and submit same to the Library’s Facilities Supervisor. Notification shall be given in advance if this schedule needs to be deviated from.

In the event that the Contractor shall fail to comply with any of the conditions herein provided and as covered by the contract, the Library Supervisor shall notify the contractor of such failure or default and demand that the same be remedied within three (3) working days. In the event of the failure of the Contractor to remedy the same within said period, the penalty shall be at a cost of two hundred dollars ($200.00) to the Contractor per occurrence and shall be deducted from the Contractor’s monthly invoice for Payment.

If said deficiencies shall continue without remedy by the Contractor, the Library Commission shall take steps to terminate the contract.

The Library’s representative shall inspect all facilities on a weekly basis for compliance to the contract; he shall notify the Contractor promptly to make noted corrections as per above.

Ten percent (10%) contract retainage:

The Library shall withhold this percentage of the total contract until an inspection has been completed at the end of the term of the contract for compliance. A written notice will be given detailing the deficiencies and the Contractor shall have three (3) working days to correct all noted areas of the Inspection Report. Failure to comply within (3) three working days shall be grounds for Forfeiture of Retainage and the Library reserves the right to award the corrections to another contractor for non-performance to the contract.

H. **PROCEDURAL REQUIREMENTS AND AMENDMENTS:**

Contractor shall comply with all procedural instructions that may be issued from time to time by the Library. During the period of the contract, no change is permitted in any of its conditions and specification unless the Contractor receives written approval from the Library. Should the Contractor find at any time that existing conditions make modification in requirements desirable, he shall promptly report such matters to the Library.

There will be a meeting with the successful contractor and the Library prior to the start of the contract. At this time the Contractor must submit a plan of operation.

The Contractor shall comply with any and all federal, state or local laws, now in effect or hereafter promulgated, which apply to lawn maintenance service operations herein specified.

By submitting a proposal, the bidder covenants and agrees that he has satisfied himself, from his own investigation of the conditions to be met, that he fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief without penalty of the contract because of any misunderstanding or lack of information.
I. **BID PREPARATION:**

Bidders shall submit this bid proposal with the signature page signed by an authorized representative of the bidding firm and with all other data filled in. The complete pricing sheet shall be filled in also. Failure to comply will result in rejection of the bid.

**NOTICE:** This request for bid and specification will become part of the contract.

The cost work sheets and data sheets are to be filled out so that the Library Commission and the using agency can determine if the vendor understands the size of the various tasks and is aware of the time and manpower required to perform the specified services.

It shall be the responsibility of the bidder to visit the sites and make a tour and inspection of the area to be maintained under the terms of this bid request. No special consideration shall be given after bids are opened because of the bidder's failure to be knowledgeable of all conditions existing at the sites.
VENDOR REQUIREMENTS

NOTICE

ALL DOCUMENTS MUST BE SUBMITTED BY STATED DATE, MARCH 3, 2020 AT 11:00AM. VENDOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL PROVISIONS. THERE SHALL BE NO WAIVERS PERMISSIBLE ON REQUIRED DOCUMENTS AND FORMS.

A. BIDDER SHALL SUBMIT:
   1. Contractor Data Sheet with statements. Provide full name and address of client.
   2. Proposal Form with Insurance Statements.
   3. Evidence required in Section K
   4. All forms/materials in this bidding package requiring signature and/or response.

J. CRITERIA

Proposals shall be evaluated by the Library and the Ocean County Library Commission. Bids shall be judged on the following criteria:
   a. Past experience in lawn maintenance/snow removal
   b. Bidder's Past Performance in similar jobs.
   c. Qualified supervision.
   d. Sufficient responses for sound analysis.
   e. Price based on snow removal cost, lawn cutting & shrub maintenance.
   f. References

The Ocean County Library Commission and the Library reserve the right to send representatives to visit locations now serviced by the bidders.

K. QUALIFICATION OF BIDDERS: EVIDENCE

As part of the evidence of qualifications bidders shall submit the following information with their bids; using forms supplied wherever applicable.
   1. The number of years the firm has been performing lawn maintenance services.
   2. The number of personnel available to work on this contract.
   3. Names of supervisors to be assigned to work on this contract. Include the number of years the individual has worked for the bidder.
   4. Location of bidder's offices and facility where bidder's equipment may be inspected.
   5a. Name(s) and phone number(s) of management and service personnel for problems and/or emergencies.
   5b. A list (See Contractor Data Sheet) of institutions, industries and commercial buildings now under contract with the bidding firm. Include the length of time each contract has been in force and the name of person to contact for references.
   6. Evidence of insurance coverage submitted with the bid.
   7. Submission of all forms and required materials.

L. CONTRACTOR PERSONNEL: REQUIREMENTS

All personnel shall be physically able to do their assigned work.
All personnel shall be capable employees thoroughly trained and qualified in the work assigned to them. All personnel must observe regulations in effect at the County Library. While on County Library property employees shall be subject to control of the County Library, but under no circumstances shall such persons be deemed to be employees of the County Library. Contractor or his personnel shall not represent themselves as employees of the County Library. All contractors' employees shall be subject to such security clearance as may be required initially and throughout the contract period. The Contractor shall be responsible for all articles found by his employees in or near the premises and are to be turned in at a designated place.

The contractor shall designate one employee as the principal crew chief for that site with full responsibility for directing the entire crew. The principal crew chief shall be authorized to act for the contractor in every detail. The contractor shall require his employees to comply with all instructions issued by the Library or the County of
Ocean, Department of Buildings and Grounds pertaining to building regulations. A supervisory contact during the daytime will be required.

M. CREW DEFINITION

A crew size shall be determined to be a minimum of 2 people. The Library Facilities Supervisor reserves the right to do a site inspection of the successful bidder to establish that the bidder has sufficient crews and equipment to perform the requirements of the specifications. Due to the timely requirements of lawn cutting and snow removal, the Library requires that there be available one crew with sufficient equipment (as determined by the Facilities Supervisor) for each region bid. An inspection of the Contractors facilities and equipment may be done by the Library’s agent.

N. SERVICES AS REQUIRED – SNOW REMOVAL

Parking lots are not part of this package and are completed by the Ocean County Road Department and snow removal shall be coordinated as needed and required.

The contractor will be required to supply one crew to each region and be on site at a library branch within the region, within two (2) hours of notification by the library to remove all snow from sidewalks, book drops, wheel chair ramps and emergency exits. Clear pathways to buildings and Library parking lots should be provided as soon as possible on working days (Monday-Saturday*). Any snowfalls during hours the Library is closed must be cleared one hour before the Library is regularly scheduled to open to the public. During hours that the Library is open, notification by the Library will be given to proceed with snow removal. Failure to comply with the above requirements will result in a fine of $200 per occurrence per region. The contractor will submit for payment within 48 hours after completion of snow removal, invoices for each occurrence.

Sunday Hours – 12:00PM to 5:00PM (Stafford and Lakewood)

- The Contractor shall maintain supplies of approved mixture of sand and ice melting compound (not rock salt), in each Library branch. These materials must be on site by November 15 and replenished as needed. The Contractor shall initially supply up to three (3) 50 lb. bags of ice melt or equivalent to each location listed for the season. Supplies will be billed to the Library at current market value price as ordered/requested by the Library Facilities Supervisor.
- Ice Melt Application after snow removal as directed by library supervision
- Brine Solution Application – Pre-treat areas with liquid brine solution with approved applicator as directed by library supervision

O. PERFORMANCE REQUIREMENTS - LAWN CUTTING, FLOWER BED, SHRUB MAINTENANCE

Weekly Services and Lawn Cutting

All grass will be cut weekly or as determined by the Facilities Supervisor of the Ocean County Library. The starting date of the first spring cutting will be determined by the Facilities Supervisor. Cutting height shall be two and one half to three inches (2 1/2-3 inches) during hot weather. If additional mowings are required due to the length of the growing season, the price shall be based upon the original bid of 30 cuttings.

- Contractor must bag clippings and remove unless the contractor has proper equipment to recycle the clippings into the lawn as mulch and the height has not exceeded three (3) inches.
- All mulched areas and beds will be properly maintained and defined from grass areas.
- All edging and weeding will be performed to keep grounds in proper appearance.
• Contractor is responsible for all Library grounds including retainage ponds and areas covered or not covered by sprinkling systems.
• All walks, curbs, and parking areas having debris shall be swept regularly.
• All tree lined property is to be kept free/clear of debris within 25’ of the property grass line.
• Lawns, sidewalks, beds and wooded areas are to be kept clear of all debris including cigarette butts, garbage and clippings.
• The use of unapproved chemicals is not allowed.

Stone beds at Long Beach Island shall be raked, kept free of all debris and stones shall not be permitted on sidewalks, curbs or asphalt. Mulch Areas must be maintained, weeds removed, all leaves and debris raked and removed. Work to be performed on a weekly basis (52 times) per year.
**Flower Bed and Shrub Maintenance:**

The contract for the above shall run the full extent of the contract to ensure proper care of the facilities throughout the entire year on a weekly basis.

The Library desires to have flowers installed, to be planted in locations determined. The Contractor shall submit a price quotation to the Supervisor for placement of flowers to be installed.

Shrubbery and trees that are in need of replacement shall be price quoted by the Contractor at current market value plus installation costs. This quotation shall be provided by the Contractor in conjunction with inspections by the Library Supervisor.

**SPRING:**
Beginning April 1 thru May 31st - Shape all shrubs trees and evergreens. Remove excess mulch and replace as required an approved mixture to all beds. Replenish all mulch and flowerbeds with two inches (2”). Clean and remove all thatch, debris, garbage and cigarette butts from lawns, flower and shrub beds, parking lots and wooded areas on a weekly basis.

**SUMMER:** (June 1st – September 30th)
During the growing season, shrubbery is to be cut as needed to maintain the established shape. Debris, cigarette butts and garbage in tree-lined borders of the property are to be kept clean. Sweep and remove sand and debris from curbed areas of parking lots to keep the property in good general condition. Weed beds to keep free from unwanted growth. Replenish mulch beds as necessary and directed. Work to be performed on a weekly basis.

**FALL:** (October and November)
Shape all shrubs and replenish mulch and continue weeding all mulched areas. Rake lawn and keep lawn free of all debris, leaves, sticks, etc., are to be swept off of all walkways, sidewalks, and entranceways. It is the responsibility of the Contractor to remove all debris and leaves from the premises and off County Library property. Sweep and remove sand and debris from curbed areas of parking lots on a weekly basis to keep property in good condition.

**WINTER**
Over the winter months (December thru March) each location is to be maintained weekly for proper care. Clean/clear debris from areas around curbs and remove excess garbage from planting areas, shrubbery and tree-lined boundaries of the Library. This includes keeping all lawns free of leaves, garbage and all foreign matter.

**Notification to the Library that the inspections/work has been scheduled and completed.**
SECTION I

The Ocean County Library shall award the Contract BY REGION to the lowest responsible bidder. Snow removal costs are evaluated as part of the landscape package for award.

Region II - Snow Removal and Lawn Service

Brick, Point Pleasant Borough, Point Pleasant Beach, and Upper Shores Branches

Brick Branch

<table>
<thead>
<tr>
<th>Snow Removal Service</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>1A - Under four inches</td>
<td>_________</td>
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<tr>
<td>1B - Five inches or more</td>
<td>_________</td>
</tr>
<tr>
<td>1C - Ice Melt application</td>
<td>_________</td>
</tr>
<tr>
<td>1D - Brine Mix application</td>
<td>_________</td>
</tr>
</tbody>
</table>

2A – 30 weekly lawn cuttings @ _________ per week = $_________ sub-total
2B - Flower Bed and Shrub Maintenance: $_________ sub-total

Total Cost for Lawn Service (2A plus 2B) (Brick Branch) $__________

Point Pleasant Borough Branch

<table>
<thead>
<tr>
<th>Snow Removal Service</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
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</tbody>
</table>

2A – 30 weekly lawn cuttings @ _________ per week = $_________ sub-total
2B - Flower Bed and Shrub Maintenance: $_________ sub-total

Total Cost for Lawn Service (2A plus 2B) (Point Pleasant Borough Branch) $__________
## Point Pleasant Beach Branch

<table>
<thead>
<tr>
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<tbody>
<tr>
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<tr>
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</tr>
</tbody>
</table>

2A – 30 weekly lawn cuttings @ _________ per week = $_________ sub-total

2B - Flower Bed and Shrub Maintenance: $_________ sub-total

**Total Cost for Lawn Service (2A plus 2B) (Point Pleasant Beach Branch)** $_________

## Upper Shores Branch

<table>
<thead>
<tr>
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<td>1A - Under four inches</td>
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</tbody>
</table>

2A – 30 weekly lawn cuttings @ _________ per week = $_________ sub-total

2B - Flower Bed and Shrub Maintenance: $_________ sub-total

**Total Cost for Lawn Service (2A plus 2B) (Upper Shores Branch)** $_________

## Region II Total Lawn Service Cost

(Enter here and on Price Schedule) $_________________
# Region III - Snow Removal and Lawn Service

**Berkeley, Lacey, Waretown, Barnegat, and Beachwood Branches**

## Berkeley Branch

<table>
<thead>
<tr>
<th>Snow Removal Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1A - Under four inches</td>
<td></td>
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<tr>
<td>1D - Brine Mix application</td>
<td></td>
</tr>
</tbody>
</table>

2A – 30 weekly lawn cuttings @ _________ per week = $__________sub-total
2B - Flower Bed and Shrub Maintenance: $__________sub-total

Total Cost for Lawn Service (2A plus 2B) (Berkeley Branch) $______________

---

## Lacey Branch

<table>
<thead>
<tr>
<th>Snow Removal Service only</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1A - Under four inches</td>
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<td></td>
</tr>
</tbody>
</table>

2A – 30 weekly lawn cuttings @ _________ per week = $__________sub-total
2B - Flower Bed and Shrub Maintenance: $__________sub-total

Total Cost for Lawn Service (2A plus 2B) (Lacey Branch) $______________

---

## Waretown Branch

<table>
<thead>
<tr>
<th>Snow Removal Service</th>
<th>Cost</th>
</tr>
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<tbody>
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<td></td>
</tr>
</tbody>
</table>

2A – 30 weekly lawn cuttings @ _________ per week = $__________sub-total
2B - Flower Bed and Shrub Maintenance: $__________sub-total

Total Cost for Lawn Service (2A plus 2B) (Waretown Branch) $______________
Barnegat Branch

Snow Removal Service

Cost
1A - Under four inches
1B - Five inches or more
1C - Ice Melt application
1D - Brine Mix application

2A – 30 weekly lawn cuttings @ __________ per week = $__________ sub-total
2B - Flower Bed and Shrub Maintenance: $__________ sub-total

Total Cost for Lawn Service (2A plus 2B) (Barnegat Branch) $________________

Beachwood Branch

Snow Removal Service

Cost
1A - Under four inches
1B - Five inches or more
1C - Ice Melt application
1D - Brine Mix application

2 - Flower Bed and Shrub Maintenance: $__________ sub-total

Total Cost for Flower Bed and Shrub Maintenance (2) (Beachwood Branch) $________________

Region III Total Lawn Service Cost
(Enter here and on Price Schedule) $________________
# Region IV - Snow Removal and Lawn Service

Stafford, Tuckerton, Long Beach Island, and Little Egg Harbor Branches

## Stafford Branch

<table>
<thead>
<tr>
<th>Snow Removal Service</th>
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</tr>
</thead>
<tbody>
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<td></td>
</tr>
</tbody>
</table>

2A – 30 weekly lawn cuttings @ ________ per week = $__________ sub-total

2B - Flower Bed and Shrub Maintenance: $__________ sub-total

Total Cost for Lawn Service (2A plus 2B) (Stafford Branch) $____________________


## Tuckerton Branch

<table>
<thead>
<tr>
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<th>Cost</th>
</tr>
</thead>
<tbody>
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<tr>
<td>1D - Brine Mix application</td>
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</tr>
</tbody>
</table>

2A – 30 weekly lawn cuttings @ ________ per week = $__________ sub-total

2B - Flower Bed and Shrub Maintenance: $__________ sub-total

Total Cost for Lawn Service (2A plus 2B) (Tuckerton Branch) $____________________
**Long Beach Island Branch**

<table>
<thead>
<tr>
<th>Snow Removal Service</th>
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</tr>
</tbody>
</table>

2 - Flower & Bed - 52 weekly visits per year and as directed  
$____________ sub-total

Total Cost for Flower Bed and Shrub Maintenance (2) (Long Beach Island)  $____________

---

**Little Egg Harbor Branch**

<table>
<thead>
<tr>
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</tbody>
</table>

2A – 30 weekly lawn cuttings @ __________ per week = $____________ sub-total

2B - Flower Bed and Shrub Maintenance: $__________ sub-total

Total Cost for Lawn Service (2A plus 2B) (Little Egg Harbor Branch)  $____________

---

**Region IV Total Lawn Service Cost**

(Enter here and on Price Schedule)  $____________

$________________________
**Region V - Snow Removal and Lawn Service**
Plumsted, Manchester, Jackson, and Lakewood Branches.

### Plumsted Branch

<table>
<thead>
<tr>
<th>Snow Removal Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
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</tr>
</tbody>
</table>

2A – 30 weekly lawn cuttings @ __________ per week = $__________ sub-total

2B - Flower Bed and Shrub Maintenance: $__________ sub-total

Total Cost for Lawn Service (2A plus 2B) (Plumsted Branch) $____________

### Manchester Branch

<table>
<thead>
<tr>
<th>Snow Removal Service</th>
<th>Cost</th>
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</thead>
<tbody>
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<td>1A - Under four inches</td>
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<tr>
<td>1D - Brine Mix application</td>
<td></td>
</tr>
</tbody>
</table>

2A – 30 weekly lawn cuttings @ __________ per week = $__________ sub-total

2B - Flower Bed and Shrub Maintenance: $__________ sub-total

Total Cost for Lawn Service (2A plus 2B) (Manchester Branch) $____________

### Lakewood Branch

<table>
<thead>
<tr>
<th>Snow Removal Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1A - Under four inches</td>
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<td>1D - Brine Mix application</td>
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</tr>
</tbody>
</table>

2A – 30 weekly lawn cuttings @ __________ per week = $__________ sub-total

2B - Flower Bed and Shrub Maintenance: $__________ sub-total

Total Cost for Lawn Service (2A plus 2B) (Lakewood Branch) $____________
**Jackson Branch**
Snow Removal Service

<table>
<thead>
<tr>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1A - Under four inches</td>
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</tr>
</tbody>
</table>

2A – 30 weekly lawn cuttings @ __________ per week = $____________ sub-total

2B - Flower Bed and Shrub Maintenance: $__________ sub-total

**Total Cost for Lawn Service (2A plus 2B) (Jackson Branch)** $____________

**Region V Total Lawn Service Cost**
(Enter here and on Price Schedule Page) $____________
## PRICE SCHEDULE

### 2020

<table>
<thead>
<tr>
<th>REGION</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>$ NOT IN CONTRACT</td>
</tr>
<tr>
<td>II</td>
<td>$_____________</td>
</tr>
<tr>
<td>III</td>
<td>$_____________</td>
</tr>
<tr>
<td>IV</td>
<td>$_____________</td>
</tr>
<tr>
<td>V</td>
<td>$_____________</td>
</tr>
</tbody>
</table>

The above costs reflect year one (1) of the contract. If contractor and library elect to renew for the optional second (2\textsuperscript{nd}) year, contractor will retain same pricing as first (1\textsuperscript{st}) year.

**ACCEPT** ___________  **DECLINE** ___________  (Please Initial One Choice)

**NOTICE:** The Library Director and the Library Commission reserve the right to request vendors to explain the method used to arrive at any or all figures in their bid.

The Library reserves the right to reject any or all bids or parts thereof or to award in part or full.

Company Name________________________________________

Signature / Title________________________________________

Date_____________________________________________________

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Page | 36