



**OCEAN COUNTY LIBRARY  
101 WASHINGTON STREET  
TOMS RIVER, NEW JERSEY 08753**

***INVITATION TO BID***

***FOR***

***AUTOMATIC DOOR SYSTEM SERVICE AND REPAIR***

**NOTICE TO BIDDERS**

**NOTICE IS HEREBY GIVEN** that sealed bids for the furnishing and delivery of Automatic Door System Service and Repairs for the Ocean County Library, will be received by the Library Buyer on November 30, 2021 at 11:00 AM, EST, at the Toms River Library, 101 Washington Street, Toms River, New Jersey 08753.

Specifications and form of proposal may be obtained at the Toms River Library, Facilities Department, Attn: Mr. Michael Erickson, Facilities Supervisor, 101 Washington Street, Toms River, New Jersey 08753 or on our website, [www.theoceancountylibrary.org](http://www.theoceancountylibrary.org)

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

***SARA SIEGLER***  
***Assistant Director***

***PHIL ROSENOW***  
Buyer

## **INSTRUCTIONS TO BIDDERS**

### **1. All Bids:**

- ***WILL BE OPENED PUBLICLY IN THE TOMS RIVER LIBRARY, 101 WASHINGTON STREET, TOMS RIVER, NEW JERSEY, COMMENCING AT 11:00 A.M., PREVAILING TIME ON THE DATE SPECIFIED IN THE NOTICE TO BIDDERS.***
- ***MUST BE ENCLOSED IN A SEALED ENVELOPE BEARING THE NAME AND ADDRESS OF THE BIDDER, THE NAME OF THE BID AND THE DATE OF BID OPENING ON THE OUTSIDE.***
- ***WHICH ARE TO BE HAND DELIVERED THE DAY OF THE OPENING MUST BE TAKEN AND PRESENTED TO THE BUYER OR LIBRARY 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:**

- ***NON-COLLUSION AFFIDAVIT***
- ***AFFIRMATIVE ACTION QUESTIONNAIRE***
- ***SIGNATURE PAGE***
- ***STATEMENT OF OWNERSHIP (CHAPTER 33 OF THE LAWS OF 1977)***
- ***ACKNOWLEDGMENT OF RECEIPT OF ADDENDA OR REVISIONS (IF ISSUED)***
- ***PROPOSAL PAGE – Page 23***
- ***ANY OTHER DOCUMENTS THAT MAY BE REQUIRED IN THE SPECIFICATIONS***
- ***DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM***

***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 as per the following limits:

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.

Worker's Compensation

1. Statutory Limits, Employers Liability- with minimum limits of -\$1000/1000/1000.

Comprehensive General Liability

1. Each Occurrence - \$1,000,000
2. Damage to Rented or Leased Properties- \$100,000
3. Medical Expense – 5,000
4. Personal and Adv. Injury- \$1,000,000
5. General Aggregate- \$2,000,000
6. Products- Completed Operates Aggregate - \$2,000,000
7. Personal Injury- \$2,000,000

Comprehensive General Liability shall include the following:

1. Coverage for explosion, collapse or underground hazards.
2. Occurrence basis coverage.
3. Broad form property damage coverage.
4. Coverage for personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the insured.

Comprehensive Automobile Liability shall include the following:

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

Liability arising out of the ownership, maintenance or use of any auto;

Auto non-ownership and hired car coverage.

Contractor's Worker's Compensation, Comprehensive General Liability and Comprehensive Automobile Liability arising out of subcontractor's operations shall be identical as that listed above.

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

7. It is to be understood by the bidder that this bid is submitted on the basis of specifications 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 "PROPOSAL PAGE ", (Page 23) furnished by the 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 Library Commission and subject to the Library Commissions customary procedures. The Library will not pay interest or late fees regardless of language provided.

14. Contract will be awarded for a (1) year period, commencing December 15, 2021.

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 (1) year from date of award or until delivery is complete unless otherwise stated. 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. 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 888313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us)

32. For further information regarding the specifications contact:

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME:	TRADE NAME:	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
ADDRESS:	ISSUANCE DATE:	
EFFECTIVE DATE:	 Acting Director	
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

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	
Taxpayer Name:	TAX REG TEST ACCOUNT	
Trade Name:		
Address:	847 ROEBLING AVE TRENTON, NJ 08611	
Certificate Number:	1093907	
Date of Issuance:	October 14, 2004	
For Office Use Only:		
	20041014112823533	



**NON - COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY:

: ss

COUNTY OF \_\_\_\_\_ :

I, \_\_\_\_\_ of  
the City of \_\_\_\_\_ In the County of \_\_\_\_\_  
and the 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 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 \_\_\_\_\_.  
(N.J.S.A. 52:34-15). (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

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

**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](http://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**

**AFFIRMATIVE ACTION REGULATIONS N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.)**

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 County of Ocean:
  - (a) An existing federally approved or sanctioned affirmative action program.
  - (b) A New Jersey Certificate of Employee Information Report Approval.
  - (c) If the Contractor cannot present "a" or "b", the Contractor is required to submit a completed Employee Information Report (Form AA302). This form will be made available to the Contractor by the County of Ocean.

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.).

## ***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 thereto, 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.

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:

NAME _____ ADDRESS _____	PERCENTAGE OF OWNERSHIP
_____	_____
NAME _____ ADDRESS _____	_____
_____	_____
NAME _____ ADDRESS _____	_____
_____	_____
NAME _____ ADDRESS _____	_____
_____	_____
NAME _____ ADDRESS _____	_____
_____	_____

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

## DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

### PART 1: CERTIFICATION

#### BIDDERS MUST COMPLETE PART I BY CHECKING EITHER BOX

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE BID NON-RESPONSIVE;

Pursuant to Public Law 2012, e. 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>. 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, 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 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.

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 County of Ocean 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 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: \_\_\_\_\_



**BID DOCUMENT CHECKLIST**

**Bid Title:** \_\_\_\_\_

Items Required with Bid	Submission Requirement	Items Submitted (Bidder's Initials)
X	Non-Collusion Affidavit	
X	Affirmative Action Questionnaire	
X	Signature Page	
X	Statement of Ownership (Chapter 33 of the Laws of 1977)	
X	Acknowledgment of Receipt of Addenda or Revisions (if issued)	
X	Proposal/Specifications Page (Page 22)	
X	Copy of Bidder's New Jersey Business Registration Certificate	
X	Disclosure of Investment Activities in Iran Form	
	Catalogs / Price Lists	
	Certification of Available Equipment	
	Certified Financial Statement	
	Compliance Responses	
	Contractors Data Sheet	
	Descriptive Literature and Technical Specifications	
	Product Samples	
	References	

**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.**

**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.**  
**INTENT**

The purpose of this bid package is to provide the Ocean County Library with a provider who will supply the materials/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/services 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**

Manufacturers 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 Library Delivery Truck 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.

Proposal for the furnishing, of **AUTOMATIC DOOR SYSTEM SERVICE AND REPAIRS** for the Ocean County Library.

To the Ocean County Library Commission.

Gentlemen/Ladies:

The undersigned hereby declare that they have carefully examined the advertisements and specifications for the **AUTOMATIC DOOR SYSTEM SERVICE AND REPAIRS** and that they will complete the said contract in all respects according to the specifications.

The undersigned is a [Partnership]  
[Corporation] under the laws of the State  
[Individual]

Of

Having principal offices at

Name of Company, Corporation, or Individual  
Please Print

Signed by:

Official Title

Address

Telephone ( ) \_\_\_\_\_

# AUTOMATIC DOOR SYSTEM SERVICE AND REPAIRS FOR THE OCEAN COUNTY LIBRARY SYSTEM

## Scope of Work:

The Ocean County Library is seeking labor service rates for service and repairs of Automatic Door Systems at various libraries throughout Ocean County, NJ for the period December 15, 2021 through December 14, 2022 (1 year). Contractor must have a minimum of (5) years experience servicing and repairing Automatic Door Systems, please include documentation as well as (3) references that you have performed services for during the last year, names and contact information to be included.

For the purpose of this contract, the terms "mechanic" and "helper" shall refer to worker qualifications and not preference of union or non-union trades. Contractor will respond to "SERVICE CALLS" within (4) hours of notification and service personnel shall be on the job site within (8) working hours. If repairs/services are estimated to exceed \$2,000, our Facilities Department will need to be notified for authorization to proceed.

Normal business hours are defined as Monday-Friday- 8AM -5PM, after hours, weekends and holidays will be considered as overtime and will be billed accordingly. Hourly labor rates should include all travel time, no additional travel time will be compensated. Hourly labor rates begin when the contractor arrives and end when they leave the job site, after the first full hour of labor, rates will be pro-rated to the closest (15) minute interval.

Materials/parts are to be billed at actual wholesale cost plus a percentage (%) mark-up. Copies of the contractors own purchase invoices reflecting actual costs shall accompany each invoice to the library. Contractors are expected to maintain an adequate inventory on their trucks in order to ensure emergency repairs can be made with minimum shut down time.

As the number of service calls and the extent of repair costs are difficult to estimate, we can advise that 2021 service/repairs amounted to approximately \$20,000 and we have installed additional equipment since that time. We do not guarantee any minimum number of calls.

## PROPOSAL PAGE

Hourly Labor Rate- "Mechanic" – Monday through Friday 8AM -5PM

**Per Hour**     \$ \_\_\_\_\_

Hourly Labor Rate- Mechanic- Overtime- After 5PM weekdays, weekends and holidays.

**Per Hour**     \$ \_\_\_\_\_

Hourly Labor Rate- "Helper" – Monday through Friday 8AM -5PM

**Per Hour**     \$ \_\_\_\_\_

Hourly Labor Rate – "Helper" Overtime- After 5PM weekdays, weekends and holidays.

**Per Hour**     \$ \_\_\_\_\_

**Percentage Mark-Up of Parts/Materials - \_\_\_\_\_%**

**Company Name** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

**Date** \_\_\_\_\_

