



OCEAN COUNTY LIBRARY

101 Washington Street
Toms River, NJ 08753-7625
Telephone 732-349-6200
Administration Fax 732-473-1356
Reference Fax 732-349-0478

Website: www.theoceancountylibrary.org

Susan Quinn, Director
Sara Siegler, Assistant Director
Phil Rosenow, Buyer
Corinne Baniowski, Buyer

BID

SPECIFICATIONS

FOR

JANITORIAL SERVICES

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids for Janitorial 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; Wednesday, July 6, 2022 at 1:00 PM EST.

Specifications and form of proposal may be obtained at the Toms River Library, Facilities Department 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

SARA SIEGLER
Assistant Director

PHIL ROSENOW
Buyer

CORINNE BANIOWSKI
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 1:00 PM EST 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 12:30 PM EST, 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)***
- ***INSURANCE STATEMENT AND CERTIFICATES OF INSURANCE***
- ***ACKNOWLEDGMENT OF RECEIPT OF ADDENDA OR REVISIONS (IF ISSUED)***
- ***PRICE SCHEDULE***
- ***ANY OTHER DOCUMENTS THAT MAY BE REQUIRED IN THE SPECIFICATIONS***

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:

Worker's Compensation

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

Comprehensive General Liability

1. Per Person-\$500,000 and Each Occurrence- \$1,000,000.
2. Damage to Rented or Leased Properties - \$100,000

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 with the bid..

7. It is to be understood by the bidder that this bid is submitted on the basis of specifications, attached (**Page 25**), **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 **PRICE SCHEDULE**(Pages 22-24), 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 (1) year beginning Tuesday, September 1, 2022, with a second year renewal option. 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 888-313-3532 or at www.elec.state.nj.us

30. For further information regarding the specifications contact: Phil Rosenow, Buyer 732-349-6200 ext. 5422 or via email : prosenow@theoceancountylibrary.org

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:		<i>John S. Tully</i> 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)

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 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.).

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.

The undersigned is a Partnership
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 _____	_____
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
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.

- (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 the \$100,000 per occurrence for property damage liability.**
- (3) Comprehensive Automobile Liability with minimum *limits 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 sub-contractor's operations shall be identified as that listed above.

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 **Janitorial Cleaning Services**. _____ .

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.

<u>CURRENT CLIENTS</u>	<u>LENGTH OF CONTRACT</u>	<u>NAME & PHONE NUMBER TO CONTACT</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 Janitorial Services

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	Price Schedule	
X	Copy of Bidder's New Jersey Business Registration Certificate	
X	Insurance Statement and Certificates of Insurance	
X	Contractor Data Sheet	
X	Disclosure of Investment Activities in Iran Form	
	Copy of Bidder's & Named Contractors' Public Works Contractor Registration Certificate(s)	
	Catalogs / Price Lists	
	Certification of Available Equipment	
	Certified Financial Statement	
	Compliance Responses	
	Contractors Data Sheet	
	Descriptive Literature and Technical Specifications	
	Product Samples	

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 Orders (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 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.

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, 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>. 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.

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: _____

CONTRACTOR WORKSHEET

Number of Man/Woman Hours Contractor Will Have On Site per Location.

	Daily Services	Weekly Services	Monthly Services	Semi-annual Services
Brick	_____ / day	_____ / wk.	_____ / mo.	_____ / sa.
Pt. Pleasant Beach	_____ / day	_____ / wk.	_____ / mo.	_____ / sa.
Pt. Pleasant Boro	_____ / day	_____ / wk.	_____ / mo.	_____ /sa.
Upper Shores	_____ / day	_____ / wk.	_____ / mo.	_____ / sa.
Berkeley	_____ / day	_____ / wk.	_____ / mo.	_____ / sa.
Beachwood	_____ / day	_____ / wk.	_____ / mo.	_____ / sa.
Lacey	_____ / day	_____ / wk.	_____ / mo.	_____ /sa.
Waretown	_____ / day	_____ / wk.	_____ / mo.	_____ / sa.
Stafford	_____ / day	_____ / wk.	_____ / mo.	_____ / sa.
Barnegat	_____ / day	_____ / wk.	_____ / mo.	_____ / sa.
Long Beach Island	_____ / day	_____ / wk.	_____ / mo.	_____ / sa.
Tuckerton	_____ / day	_____ / wk.	_____ / mo.	_____ / sa.
Little Egg Harbor	_____ / day	_____ / wk.	_____ / mo.	_____ / sa.
Manchester	_____ / day	_____ / wk.	_____ / mo.	_____ / sa.
Plumsted	_____ / day	_____ / wk.	_____ / mo.	_____ / sa.
Lakewood	_____ / day	_____ / wk.	_____ / mo.	_____ / sa.
Jackson	_____ / day	_____ / wk.	_____ / mo.	_____ / sa.
Whiting	_____ /day	_____ /wk.	_____ /mo.	_____ / sa.
Toms River	_____ /day	_____ /wk.	_____ /mo.	_____ /sa.
Bishop Building	_____ /day	_____ /wk.	_____ /mo.	_____ /sa.
Island Heights	_____ /day	_____ /wk.	_____ /mo.	_____ /sa.

Hours will be monitored by Ocean County Library alarm code settings on a daily basis.
 This form may be used by Library personnel to analyze proposals.

PROPOSAL FORM & PRICE SCHEDULE

DESCRIPTION		MONTHLY COST
Region I	- Brick	_____
	- Point Pleasant Boro	_____
	- Point Pleasant Beach	_____
	- Upper Shores	_____
		Region I Total \$ _____
	<u>Brick</u> – Option One, Pgs. 29/30 (Routines), Day Porter:	
	Monthly Cost Option 1 -	\$ _____

Region II	- Berkeley	_____
	- Beachwood	_____
	- Lacey	_____
	- Waretown	_____
	- Island Heights	_____
	- Barnegat	_____
		Region II Total \$ _____

Region III	- Stafford (Include Sunday Daily Rate, pg. 30)	_____
	- Long Beach Island	_____
	- Tuckerton	_____
	- Little Egg Harbor	_____
		Region III Total \$ _____

MONTHLY

DESCRIPTION

COST

Region IV -	Manchester Branch	_____
-	Whiting Reading Center	_____
-	Plumsted Branch	_____
-	Lakewood (Include Sunday Daily Rate, pg. 30)	_____
-	Jackson	_____

Region IV Total \$ **_____**

Manchester - Option One, Pgs. 29/30 (Routines), Day Porter:
Monthly Cost Option 1 \$ _____

Lakewood - Option Two, Pgs.29/30(Routines), Day Porter:
Monthly Cost Option 2 \$ _____

Jackson - Option One, Pgs. 29/30 (Routines), Day Porter:
Monthly Cost Option 1 \$ _____

DESCRIPTION	MONTHLY COST
Region V - Toms River & Bishop Building (Include Sunday Daily Rate, pg. 30)	_____

Region V Total \$ _____

Toms River – Options 3 & 4–Pgs 29/.30,(Routines)Day Porter

Monthly Cost Option 3 \$ _____

Monthly Cost Option 4 \$ _____

Company Name: _____ Title: _____

Signature: _____ Date: _____

The above monthly costs reflect year (one) of contract. If contractor and library elect to renew for optional second year, contractor will retain same pricing as first year.

_____ Accept _____ Reject

General Conditions Scope of the Work

Specifications for JANITORIAL SERVICES

SECTION I

A. INTENT:

This specification covers the requirements for Janitorial Services at the location designated herein.

B. SITES:

Region I **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

Region II **Berkeley Branch**, 42 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
Island Heights Branch, 121 Central Avenue, Island Heights, NJ 08732
Barnegat Branch, 112 Burr Street, Barnegat, NJ 08005

Region III **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, Mathistown Road, Little Egg Harbor, NJ 08087

Region IV **Manchester Branch**, 21 Colonial Drive, Lakehurst, NJ 08733
Plumsted Branch, 10 Evergreen Road, New Egypt, NJ 08533
Lakewood Branch, 301 Lexington Avenue, Lakewood, NJ 08701
Jackson Branch, 2 Jackson Drive, Jackson, NJ 08527
Whiting Reading Center, Whiting Commons Shopping Center, Route 530,
Whiting, NJ 08759

Region V **Toms River Branch**, 101 Washington Street, Toms River, NJ 08753
Bishop Library, adjacent to main library building

C. PERFORMANCE REQUIREMENTS:

All cleaning will 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) will be for twelve months commencing September 1, 2022, with a second year renewable option. Notification to terminate or continue the contract will be made by June 1, 2023.

E. ADDITIONS AND/OR DELETIONS:

During the contract period or the extension thereof, the Library reserves the right to add or delete specific services and/or locations at the prevailing contract prices. The 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. LIQUIDATION DAMAGES FOR NONPERFORMANCE:

In the event that the contractor shall fail to comply with any of the conditions herein provided and as covered by the contract, the Contract Administrator shall notify the contractor of such failure or default and demand that the same be remedied. The library buildings will be evaluated for deviations from standard. Inspection results will go to the contractor's representative who shall correct the deficiency (for additional details, see page 36 section (P) Inspections).

The contractor may be fined \$100.00 per day, per building, for non-compliance for each occurrence discovered during the daily inspections.

In the event of the failure of the contractor to remedy the same, the Library Commission may take steps to terminate the contract. The Library Commission reserves the right to engage another contractor to perform the deficient and/or unsatisfactory work and to deduct the costs thereof from this contract.

H. PROCEDURAL REQUIREMENTS AND AMENDMENTS:

The contractor will comply with all procedural instructions that may be issued from time to time by the Contract Administrator.

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 Contract Administrator.

Should the contractor find at any time that existing conditions make modification in requirements desirable, he will promptly report such matters to the Contract Administrator.

Upon initial start of contract, building/janitorial keys and alarm codes will be provided to the contractor and must be returned at the end of the contract. In such event that the contract employee(s) leaves or is terminated for any reason the contractor is responsible for returning or replacing keys at their expense.

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 to the library.

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 will 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.

Bidders will submit prices listing the unit price and total man-hours for daily, weekly, monthly and quarterly activity. Failure to submit all information requested may result in your bid being considered unresponsive.

The cost 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 will be the responsibility of the bidder to visit the sites and make a tour and inspection of the area to be cleaned under the terms of this bid request. No special consideration will be given after bids are opened because of the bidder's failure to be knowledgeable of all conditions existing at the site.

VENDOR REQUIREMENTS

NOTICE: All documents must be submitted by stated date August 4, 2020. Vendor is responsible for compliance with all provisions. There will be no waivers permissible on required documents and forms.

BIDDER SHALL SUBMIT – See Bid Document Checklist (Page 17)

J. CRITERIA

Proposals will be evaluated by the Contract Administrator and the Ocean County Library Commission. Bids will be judged on the following criteria:

- a. Past experiences in commercial cleaning
- b. Bidder's Past Performance in Similar Jobs
- c. Qualified Supervision and Adequate Man Hours in Proposal
- d. Sufficient responses for sound analysis
- e. Price

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 cleaning services.
- 2(a) The number of personnel available to work on this contract.
- 2(b) The number of man/woman hours estimated on a *daily, weekly, monthly and semi-annual* basis to perform the services required by this contract. (List on Contractor Worksheet), Pg. 21.
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 bidders' offices and facility where bidders' equipment may be inspected.
- 5(a) Name(s), phone number(s) and email addresses of management and service personnel for problems and/or emergencies.
- 5(b) 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 a person to contact for references.
6. Evidence of insurance coverages submitted with the bid (See: Insurance Requirements).
7. Submission of all forms and required materials.

L. CONTRACTOR PERSONNEL: REQUIREMENTS

All personnel will be physically able to do their assigned work and shall be free from any communicable disease. 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. The Contractor or his personnel shall not represent themselves as employees of the County Library.

A Library representative may request the contractor to transfer from the work crew employees who are found to be incompetent, prone to excessive tardiness or absenteeism, involved in damage to property or theft.

All contractors' employees will be subject to such security clearance as may be required initially

and throughout the contract period. The contractor will provide documentation for employee records as deemed necessary.

The contractor will be responsible for all articles found by his employees in or near the premises and are to be turned in at a designated place.

All day porters will be required to wear an approved uniform shirt and proper ID tag.

The contractor will supply a list of all personnel assigned to work. The list will include name and age for identification purposes only. It is understood that **only bona fide** employees of the contractor will be permitted on library premises to perform the work contracted for. The contractor may be fined \$100 per person/per occurrence if the contractor or his agents permit persons other than bona fide employees of the contractor on the library premises. It is also understood that if the contractor violates this provision more than two (2) times during a contract year, that such violations constitute grounds to terminate the contract. This will apply to only that region where the violation has occurred.

The contractor will notify the site supervisor when substitutions are made for assigned personnel. This information will be supplied by the successful bidder after contract award and prior to commencement of work.

The contractor will designate one employee as the principal custodial crew chief for that site with full responsibility for directing the entire custodial crew. The principal crew chief shall be authorized to act for the contractor in every detail.

The contractor will prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official County Library use.

The contractor will require his employees to comply with all instructions issued by a designated library representative pertaining to building regulations.

A supervisory contact including telephone number and email address during the daytime will be required.

M. PERFORMANCE REQUIREMENTS - JANITORIAL SERVICES

NOTICE: All routines shall be scheduled only with approval of the Branch Librarian and will not interfere with use of the buildings by staff or the public.

OPTIONS: DAY PORTERS

The following are requirements for all options -

- It is the intent of the library that day porter services be provided during operational hours of the library and shall include daily, weekly and semi-annual services listed on the following pages. The contractor will supply all cleaning materials and supplies. Contractors will provide cleaning services as listed below.
- Policing and patrolling of all buildings and grounds as per details on Page 34 (V) Policing and Patrolling.

Option One: A day porter at the Brick, Jackson and Manchester Libraries from 12 PM to 4 PM, Monday through Saturday. This amount should **not** be added into the monthly regional cost total. This is a separate option that may or may not be awarded.

Option Two: A day porter at the at Lakewood Library from 12 PM - 6 PM Monday through Saturday. This amount should **not** be added to the monthly regional cost total. This is a separate option that may or may not be awarded.

Option Three: A day porter at the Toms River Library from 10am to 6pm, Monday through Saturday. This amount should **not** be added into the monthly regional cost total. This is a separate option that may or may not be awarded.

Option Four: An additional day porter at the Toms River Library, (4) hours per day (hours to be determined) Monday through Friday. This amount should not be added into the monthly regional cost total. This is an option that may not be awarded.

Sunday's: The Toms River Branch, Lakewood Branch, and Stafford Branch will be open on Sundays year round. Daily services will be required in all areas except offices and rooms not in use. The amount submitted for Sunday cleaning will be added to the Region Monthly Cost, for any Sunday that the library is open.

Cleaning equipment and materials such as carts, containers, baskets, floor maintenance products, wax, cleaning powder, detergent, disinfectant, polish, vacuum cleaners, mops, brushes, waxing gear and other equipment, will be furnished by the Contractor. Cleaning equipment and materials are subject to approval by the Branch Librarian or designated library employee. Storage areas assigned to the Contractor will be kept clean and odor-free.

Successful bidders will be required to perform the following services as listed below.

SECTION I – SCHEDULED HOURS OF CLEANING SERVICES

Daily cleaning six (6) days each week, Monday to Saturday before 9:00 a.m., each morning or evenings after closing (5:00 p.m., 9:00 p.m., depending on the day.) for all branches except the Toms River Branch. Toms River cleaning (Monday- Saturday) shall commence at 6 PM and be completed by 12 AM. Sunday cleaning (when applicable) shall be from 3 PM until 7 PM. Service's must be rendered at such hours as will not interfere with normal business. Cleaning services must be scheduled around night programs, which will be scheduled in advance.

DAILY SERVICES

- A. **Set up and rearrange chairs and tables as required for programs and meetings. Locations may require additional set-ups on a daily basis. Advance schedules will be provided weekly. Wipe down tables used for refreshments.**
- B. All carpeted areas will be vacuumed. Remove all gum, grease or other foreign matter from all floor and wall surfaces; remove all marks and smudges from entrance doors. All non-carpeted floors will be swept.
- C. Sweep entrance sidewalks. Vacuum entry rugs. Pick up papers and litter on outside perimeter library property.
- D. Wipe down toilet compartments and all tile surfaces of public and staff restrooms with disinfectant.
- E. Clean rest room sinks, floors, urinals, toilet bowls, seats and compartment walls with a germicidal solution which is USDA registered. Rest room areas to be cleaned with clean soap solution. Also, clean soap dishes, mirrors and hardware. Sanitize sanitary napkin receptacles in women's rest rooms. Damp mop restroom floors. Remove all writing (or graffiti) on walls, doors, etc.
- F. **All dispensers will be filled and maintained with materials provided by the contractor and approved by the Contract Administrator/Library Representative: Toilet paper, (2 ply minimum), paper towels, soap dispensers, sanitary napkins must be checked periodically so supplies are available at all times. This includes maintaining supplies for Library staff to replace dispensers during the open hours. "C" Fold or Roll type towels are required. Paper Towels and Toilet Paper in most libraries must be manufactured by American Paper and Supply, Carlstadt, NJ. Dispensers only accept the following- Roll Toilet Paper- Nittany #NXPS92P, 2 Ply JRT Wide Core and Roll Paper Towels, Nittany # NP-6800NC. There are a number of facilities that still accept the smaller size tissue rolls and use C-Fold Towels. Hypoallergenic products to be provided where applicable.**
- G. Spot clean carpeting and tile floors.
- H. All drinking fountains will be cleaned and sanitized. All sinks, including those in kitchen areas or workrooms, will be cleaned and sanitized.
- I. Empty wastebaskets and trash receptacles. Place the containers in the designated areas. Any trash other than the normal amount will be removed by the contractor also. Wastebaskets and trash receptacles will be damp wiped or washed after emptying. **Replace plastic liners** in wastebaskets.
- J. Refuse will be placed in designated trash receptacles. This includes: inside and outside garbage and cigarette urns and disposal of recyclables containers both inside and out as schedules dictate.
- K. Turn off all lights except those to be left on when completing the work day. Close all windows and lock all doors, and reset security alarm.
- L. Clean elevator doors
- M. Spot clean interior glass partitions and interior door glass
- N. Damp mop and clean all non-carpet floors except parquet floors.
- O. Clean entranceway doors. Polish mirrors, britework and all hardware as needed.
- P. Remove all writing from carrels, table tops' walls etc. Report any that cannot be removed to the library liaison.
- Q. Transport recycled containers to outdoor collection points. Included are newspapers, glass, cardboard, bottles, and cans.
- R. The Ocean County Library is committed to "GOING GREEN". Any paper or plastic

product provided by the janitorial service should be manufactured from recycled materials and be of acceptable quality. This will ensure our active participation in being environmentally aware and conserving for future generations.

- S. Cleaning equipment and cleaning materials shall be furnished by the contractor and subject to approval by the Contract Administrator and are to be in compliance with all applicable Federal, State and Local laws, regulations and ordinances.

Applies to Toms River Branch/Bishop Building Only:

- T. Bishop building downstairs office areas and restrooms to be cleaned 5 nights per week (Mon-Fri).
Main floor, entire area including restroom/lobby/kitchen to be cleaned two times per week (Tues. & Thurs.)
- U. On a daily basis damp mop the public area (approx.. 20'x40') in the Café/Coffee Shop area. Also, trash from the public area of the Café/Coffee Shop must be removed and placed in outdoor containers during day hours as needed.

SECTION II: WEEKLY SERVICES

- A. Vacuum all upholstered furniture.
- B. Dust all chairs, desks, tables, closets, telephones, picture frames, fire extinguishers, partitions, ledges, window sills, kitchen appliances with chemically treated dust cloths, and all furniture in offices.
- C. Transport recycled containers from collection points to street or curbside locations as directed.
- D. Inside recycled containers to be sanitized on a weekly basis.

SECTION III: SEMI-ANNUAL

- A. Wash and polish all library furniture as required.
- B. Apply Formica spray to office desk tops and work tables
- C. Dust all blinds throughout building and window sills.
- D. Wipe and vacuum the walls, ceilings, and light fixtures and tops of book stands.
- E. Vacuum all heating, ventilating and air-conditioning grills.
- F. Vacuum book shelves and books.
- G. Remove gum from under chairs and tables.
- H. Clean and defrost kitchen refrigerators with advance notice to Library staff.
- I. Wipe down staff room vending machines.
- J. Scrub/strip apply sealer to all vinyl composition tiles (VCT). Wax to be of nonskid variety.
 - 1. Facilities with quarry tiles are to be cleaned and treated according to best manufacturers' recommendations.
 - 2. All materials for the above process are to be approved by the Library's representative prior to work being performed. Material Data Safety Sheets (MSDS) to be provided prior to use in Library facilities.
- K. All above services should be scheduled with Branch Management as to when they will be performed and inspected thereafter.

O. CLEANING QUALITY REQUIREMENTS

Inclusive of items I – VIII below

Services performed under this contract will be subject to inspection and approval by the Branch Librarian/Contract Administrator. This section outlines the minimum acceptable standards as follows:

I. FLOOR MAINTENANCE - GENERAL

1. For all operations where furniture and equipment must be moved, no chairs, waste paper baskets or other similar items will be stacked on desks, tables or window sills. Upon completion of work, all furniture and equipment must be returned to its position.

Baseboards, walls, stair risers, furniture and equipment will in no way be splashed, disfigured or damaged during these operations.

Proper precautions will be taken to advise building occupants of wet and/or slippery floor conditions; this applies during inclement weather, as well as during cleaning operations. All tools and equipment will be maintained in clean condition at all times and neatly stored in the assigned storage areas. All waxed surfaces must be maintained so as to provide safe anti-slip walking conditions.

2. SWEEPING AND DAMP MOPPING - After sweeping and damp mopping operations, all floors will be clean and free of dirt streaks, no dirt will be left in corners, behind radiators, under furniture, behind doors, on stair landings and treads. Likewise, sidewalks, entrances, and other assigned areas will be swept clean of all dirt and trash. No dirt will be left where sweepings were picked up. There will be no dirt, trash or foreign matter under desks, or chairs.

The use of any approved and necessary solutions which are to be used which emit fumes (e.g., ammonia) are to be scheduled in such a way so that staff is aware in advance, the solutions are promptly mopped, the containers of such solutions are closed as soon as use ends. All such solutions will be OSHA approved and all required information will be readily available to Contract Administrator.

Daily sweeping and vacuuming should reach under furniture as far as possible without moving it. Small items such as chairs should be moved to completely clean under them.

3. WET MOPPING AND SCRUBBING - The floors will be properly prepared - thoroughly swept to remove visible dirt and debris; removal of wads of gum, tar and similar substances from the floor surface is required. On completion of the mopping and scrubbing, the floors will be clean and free of dirt, water streaks, mop marks, string, etc.; properly rinsed, and dry-mopped to present an overall appearance of cleanliness. All surfaces will be dry and corners and cracks clean after the wet mopping or scrubbing. When scrubbing is designated, it will be performed by machine or by hand with a brush. The Tuckerton and Beachwood Libraries require a disposable type Wet Mopping System which is to be provided and replenished by the janitorial service.
4. RUGS: After each thorough vacuuming, all rugs will be clean, free from dust balls, lint, dirt, and other debris; naps on rugs will lie in one direction.

5. TOILETS: Special attention will be given to floors about urinals and commodes for elimination of odors and stains and to provide a uniformly clean appearance throughout.

// DUSTING

Dust to be removed directly from the areas in which it lies by the most effective means - appropriately treated dusting cloths, vacuum tools, etc. *When doing high cleaning, dust will not be allowed to fall from high areas onto furniture and equipment below.* The following conditions will exist after the completion of each dusting task:

- A. There will be no dust streaks.
- B. Corners, crevices, molding, and ledges will be free of all dust.
- C. There will be no oils, spots, or smudges on dusted surfaces caused by dusting tools.

/// DAMP WIPING

This task consists of using a clean damp cloth or sponge to remove all dirt, spots, streaks, and smudges from walls, glass, and other specified surfaces and then drying to provide a polished appearance. The wetting solution will contain an appropriate cleaning agent approved by the Contract Administrator. When damp wiping in toilet areas, a multipurpose (disinfectant/deodorizer) cleaner will be used.

IV. BRIGHT METAL POLISHING

Bright metal polishing shall be performed by applying an appropriate cleaner so a polished appearance is attained.

V. POLICING/PATROLLING

This job includes performance of the following tasks at the stated frequencies: Picking up and removing from areas both inside and outside (perimeter) the building all paper, trash, empty bottles, and other discarded materials; maintaining wall-hung and floor-type ash receptacles in a neat and presentable condition; picking up and removing from areas inside the building gum, tar, and other foreign substances; tidying up drinking fountains and glass surfaces; mopping up wet areas caused by spillages, accidents, or inclement weather; spot cleaning inside windows and glass entrances; replacing stained carpet tiles that cannot be spot cleaned. Cigarette butts will be removed from cracks of sidewalk in front entryways.

NOTE: ALL CLEANING MUST BE DONE IN CONFORMANCE WITH SAFETY AND OTHER LOCAL LAWS, REGULATIONS AND ORDINANCES.

VI. PORCELAIN WARE CLEANING

Porcelain fixtures (drinking fountains, wash basins, urinals, toilets, etc.) will be clean and bright; there will be no dust, spots, stains, rust, green mold, encrustation, or excess moisture.

Walls and floors adjacent to fixtures will be free of spots, drippings, and watermarks. Drinking fountains will be kept free of trash, ink, coffee grounds, etc., and nozzles and drains from encrustation. They will be kept dust-free and shiny.

VII. SPOT CLEANING

Following this cleaning operation, smudges, marks, or spots will have been removed from the designated areas without causing unsightly discoloration.

VIII. WASHROOM MAINTENANCE

- All necessary equipment, materials and supplies should be taken to the washroom where work is to begin.
- Empty all receptacles, including waste and sanitary receptacles. Pick up all waste paper and trash from floor and place in a bag for collecting.

PRECAUTIONS: Be careful of broken glass, razor blades, or other sharp articles that may be in the waste towel container. Place such objects in a separate container, not in the bag for collecting waste paper.

- Check soap dispensers and fill with soap of the type used. Check toilet tissues, seat cover & sanitary napkin dispensers and add supplies as needed. Check the paper towel dispensers and put in towels needed to fill them in proper position.
- Dust and damp-wipe toilet room items such as window sills, ledges, grilles, dispensers and waste receptacles with a solution of germicidal solution.
- Clean wash basins and soap dispensers with a solution of germicidal cleaner.
- Clean water closets and urinals in the following manner:
 1. Use a toilet brush and multipurpose germicidal cleaner solution to brush-wash interior of all water closets. Wash thoroughly under the rounded inside a rim of the toilet bowls. Wash water closet seats and hinges with clean wet sponge and germicidal solution. Rinse thoroughly with clean water. Clean all exterior porcelain surfaces and fixtures.

PRECAUTIONS:

- (A) Report leaky spigots and other defective equipment to the supervisor.
 - (B) Keep sponges, cloths and brushes or mops that are used on water closets, urinals and sanitary receptacles separate from those used in other cleaning operations.
 - (C) Wear rubber gloves when performing toilet/water closet cleaning.
 - (D) Prepare fresh cleaning solution for each washroom.
- Damp-wipe walls, stall partitions and doors, with a sponge and solution of germicidal cleaner. Pay particular attention to the grouting around ceramic tiles. A stiff bristled brush may be necessary to thoroughly clean these areas and remove bacteria which hide in grout
 - Clean tile floors in the following manner:
 1. Sweep floors to remove all loose dirt. Remove gum, tar or similar substances during sweeping.
 2. Damp mop floors with an approved germicidal cleaner.

P. INSPECTION

A log book will be maintained in which library staff may note questions/problems, etc. The on-site contractor will check this log daily before beginning work for things needing attention. He/she must sign this log with his or her reporting time and he or she will respond to each comment. The response will indicate either that the work has been completed or when the work will be scheduled for completion. Daily items must be completed in 24 hours; Weekly, Monthly, Quarterly and Semi-annual items must be completed in 72 hours.

Inspections will be performed by library staff and evaluation forms will be sent to the Library Administrator. If problems are identified, the administrator will notify the contractor of the issues via e-mail or agreed upon means of communication. The contractor must respond within 24 hours with actions/remedies that will be taken to rectify the issues. The contractor has (3) business days to correct the problems or a \$100.00 fine may be implemented for each day after the 3 day period for non-compliance. In addition, these communications shall be maintained on file by the Contract Administrator and may be used for determination of the contractor's performance, which could result in additional penalties and termination of the contract.

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 services 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 original 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 canceled 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.