



*Gary Quinn, Director  
Gerry P. Little, Deputy Director  
Virginia E. Haines, Commissioner  
John P. Kelly, Commissioner  
Joseph H. Vicari, Commissioner*

*Michael J. Fiure, Director, Management & Budget  
Jennifer L. Bowens, Purchasing Agent*

*County of Ocean  
Administration Building  
101 Hooper Avenue  
Toms River, NJ 08754*

***BID***  
***INTEGRATED PEST MANAGEMENT***

***2021***

***ADVERTISEMENT DATE: October 13, 2021  
OPENING: November 4, 2021, 11:00 am***

***Bid Category: 22- Public Works, Park Equipment and Construction Services***

## ***NOTICE TO BIDDERS***

**NOTICE IS HEREBY GIVEN** that sealed bids for the furnishing and delivery of **INTEGRATED PEST MANAGEMENT** for the County of Ocean, will be received by the Purchasing Agent of the County of Ocean on or before **Thursday, November 4, 2021 at 11:00 am**, prevailing time.

Bids may be received electronically via the [County's ProcureNow Electronic Bid Portal \(https://secure.procurenw.com/portal/oceancounty/\)](https://secure.procurenw.com/portal/oceancounty/)

Specifications and form of proposal are on the **Procurement Portal (Link Below)** or available for viewing in the Department of Purchase, Room #224, Administration Building, 101 Hooper Avenue, Toms River, New Jersey. Direct all inquiries to Jennifer L. Bowens, Purchasing Agent.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.) regarding equal employment opportunities and with the requirements of P.L. 1977 C.33 regarding corporate and/or partnership ownership.

Electronic Submission Site: <https://secure.procurenw.com/portal/oceancounty/>

The right to reject any and all bids is reserved in accordance with applicable law.

By order of the Board of Commissioners of the County of Ocean.

Signed:

**GARY QUINN**, Director

**JENNIFER L. BOWENS**, Purchasing Agent

## ***CONTACT INFORMATION AND PROJECT TIMELINE***

### **Summary**

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

### **Contact Information**

For further information regarding these specifications, contact

**Evan Johnson**

Senior Buyer

Email: [ocpurchasing@co.ocean.nj.us](mailto:ocpurchasing@co.ocean.nj.us)

Phone: [\(732\) 929-2101](tel:(732)929-2101)

**Department:**

Purchasing

### **Timeline**

<b>Advertising Date</b>	October 13, 2021
<b>Bid Opening Date</b>	November 4, 2021, 11:00am Administration Building, 101 Hooper Ave., Room 119, Toms River, NJ, 08753

## ***IMPORTANT INSTRUCTIONS FOR ELECTRONIC SUBMITTAL***

### **Instructions for Electronic Bid Submission**

The County is accepting electronic bid submissions with ProcureNow by following these instructions:

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

Once you have completed account registration, browse back to this page, <https://secure.procurenow.com/portal/oceancounty>.

Click on the bid of interest, then click "Draft Response".

Follow the instructions to submit the electronic bid.

It is important to note that this process should be completed well in advance of the bid deadline / bid opening. **DO NOT WAIT UNTIL THE LAST MINUTE.** The County's electronic submission system will not allow electronic bids to be submitted once the deadline has passed, even if you've already started the process. The deadline is based on the countdown timer found on the ProcureNow bid submission page.

## ***INSTRUCTIONS TO BIDDERS***

### **Bid Opening**

All bids will be opened publicly in the Administration Building, Room 119, 101 Hooper Avenue, Toms River, New Jersey, commencing at 11:00 am, prevailing time on Thursday, November 4, 2021.

### **Electronic Bid Submissions**

Bids must be submitted electronically through Ocean County's Procurement Portal by the date and time stipulated in the Notice to Bidders.

### **Deadline Instructions**

The County will not be responsible for late bids, and no bids will be accepted if received after the time stipulated in the notice to bidders.

### **Completion of all Documents**

Bidders shall complete all documents and acknowledge all terms included with the bid package. All documents should be from this bid package and must not be dated or executed prior to the date of advertising. Failure to follow these instructions is cause for rejection.

### **Right to Reject**

The County reserves the right to reject all bids in accordance with N.J.S.A. 40A:11-13.2, to waive any informalities in the bid and to accept the lowest responsible bid in accordance with applicable law.

### **Bidder Default**

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

### **Indemnity**

The bidder, if awarded a contract, agrees to protect, defend and save harmless the County against any damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the County from suits or actions of every nature and description brought against it, for, or on account of injuries or damages received or sustained by any party or parties by, or from any of the negligent acts of the contractor, his servants or agents.

**Specifications**

It is to be understood by the bidder that this bid is submitted on the basis of specifications prepared by the County and the fact that any bidder is not familiar with these specifications or conditions will not be accepted as an excuse.

**Bid Security**

NO BID SECURITY

**Performance Bond**

NO PERFORMANCE BOND

**Pricing Proposal**

Bidders must use the pricing proposal provided in the bid specifications. Failure to use the pricing proposal in the bid specifications shall be cause for rejection of the bid.

**Pricing**

Insert prices for furnishing all of the material and/or labor described or required. Prices shall be net, including any charges for packing, crating, containers, etc. and all transportation charges fully prepaid by the contractor F.O.B. destination and placement at locations specified by the County. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the vendor's convenience when a single shipment is ordered.

**Payment**

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

**Discrepancy in Pricing**

In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the OWNER of the extended totals shall govern.

**Award Timeframe**

Award will be made by Ocean County Board of Commissioners within sixty (60) days after receipt of bids.

**Equal or Tie Bids**

The County of Ocean reserves the right to award at their discretion to any one of the tie bidders where it is most advantageous for the County to do so, pursuant to N.J.S.A. 40A:11-6.1.

**Tax Exempt**

The County of Ocean is exempt from any State sales tax or Federal excise tax.

**Equivalent Product**

For purpose of evaluation where an equivalent product is being furnished, bidder must indicate any variation to our specifications no matter how slight. If no variations are indicated, it will be construed that the bid fully complies with our specifications.

**Quantities**

Quantities shown are approximate and the County reserves the right to decrease or omit quantities. The County also reserves the right to increase quantities to twenty (20) percent of the maximum quantities listed at the unit price bid, in accordance with N.J.A.C. 5:30-11.3.

**Delivery of Goods and Services**

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

**American Goods and Products**

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

**Assignment**

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

**NJ One Call**

By presenting a bid, contractor declares that he is aware of and, if required, will comply with the requirements of the "Underground Facility Protection Act (Public Law 1994, Chapter 118)" prior to commencing any intended excavation. The telephone number to call is 1-800-272-1000.

**Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq**

The bidder must comply with the provisions of "The Public Works Contractor Registration Act", if applicable.

- All named contractors must be registered with the Department of Labor and Workforce Development pursuant to the Public Works Contractor Registration Act at the time the proposal is received, or the proposal will be determined to be non-responsive.
- Any non-listed contractor must be registered with the Department of Labor and Workforce Development prior to physically starting work. It is the responsibility of the General Contractor to insure that all non-listed sub-contractors comply.
- Contractors are encouraged to submit their and all named sub-contractors' Public Works Contractor Registration Certificates with the bid.

### **Prevailing Wage & Labor Laws**

The New Jersey Prevailing Wage Act (P.L. 1963, Chapter 150) and provisions of the State Labor Laws must be complied with by the successful bidder, if applicable. The current Prevailing Wage Rates can be found online at <https://lwdwebpt.dol.state.nj.us/archivewages/210152831-ocean-7-28-20.pdf>

### **Special Surety Bid Requirements for Certain Construction Projects**

The attention of the bidder is called to the provisions of N.J.S.A. 2A:44-143 which requires that the County of Ocean 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.

### **New Jersey Business Registration Requirements**

Pursuant to N.J.S.A. 52:32-44, Ocean County ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

#### **Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).**

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable



for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

### **Pay to Play Requirements**

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

### **Statement of Ownership**

The provisions of N.J.S.A. 52:25-24.2 applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

### **Certification of Non-Involvement in Prohibited Activities in Iran**

Certification of Non-Involvement in Prohibited Activities in Iran. Pursuant to N.J.S.A. 52:32-58, the proposer must certify that neither the proposer, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the proposer is unable to so certify, the proposer shall provide a detailed and precise description of such activities. Prior to contract award or authorization, the contractor shall provide the Contracting Agency with a completed Certification on Non-Involvement in Prohibited Activities in Iran.

### **Insurance Requirements**

The contractor shall maintain primary insurance to protect against all claims under Workmen's Compensation, Comprehensive General Liability and Automobile. Except for Workmen's Compensation, all coverage shall apply as primary coverage with respect to any other insurance or self-insurance program afforded to the County. There shall be no endorsement or modification of this coverage to make it excess over other available insurance/coverage; alternatively, if the CGL and umbrella, excess of reinsurance states that it is pro rata, it shall be endorsed to be primary with respect to the County. Primary Coverage shall be subject to approval for adequacy of protection as per the following limits:

#### **Worker's Compensation**

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

#### **Comprehensive General Liability**

1. Bodily Injury - \$500,000 per person; \$1,000,000 per occurrence.
2. Property Damage - \$1,000,000 per occurrence.

**Comprehensive General Liability Details**

Comprehensive Automobile Liability shall include the following:

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

- A. Liability arising out of the ownership, maintenance or use of any auto;
- B. Auto non-ownership and hired car coverage.
- C. Contractor's Worker's Compensation, Comprehensive General Liability and
- D. Comprehensive Automobile Liability arising out of subcontractor's operations shall be identical as that listed above.

**Proof of Insurance**

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

**County Cooperative Contract Purchasing System**

The County has established a "COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM" pursuant to N.J.S.A. 40a:11-1 et seq...

The IDENTIFIER for this system is:

**CK-02-OC**

This system allows local government contracting entities located within the geographical boundaries of the County to purchase goods and services awarded as a result of this bid proposal if it is extended by the low bidder.

Goods and services must be made available without substitution or deviation from specifications, size, features, quality, price or availability as herein set forth. It is understood that orders, if any, will be placed directly by contracting units, subject to the overall terms of the contract to be awarded by the County of Ocean.

The estimated quantities listed in this specification reflect only the needs of the agencies under the direct control of the Ocean County Board of Commissioners. If the vendor chooses to extend the resulting contract to all other contracting units, the quantities could be higher.

Please check (✓) the YES or NO box in the Vendor Questionnaire to indicate whether or not you will extend contract prices to all contracting units.

***AWARD METHOD***

Contract will be awarded on a lump sum basis.

## ***MANDATORY EQUAL EMPLOYMENT OPPORTUNITY***

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

### **GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

## ***AMERICANS WITH DISABILITIES ACT***

### Equal Opportunity For Individuals With Disabilities

The CONTRACTOR and the COUNTY do hereby agree that the provisions of title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the COUNTY pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the COUNTY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect and save harmless the COUNTY, its agents, servants and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the COUNTY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the COUNTY which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the COUNTY or if the COUNTY incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The COUNTY shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the COUNTY or any of its agents, servants and employees, the COUNTY shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the COUNTY or its representatives.

It is expressly agreed and understood that any approval by the COUNTY of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the COUNTY pursuant to this paragraph.

It is further agreed and understood that the COUNTY assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provision of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the COUNTY from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

## ***VENDOR QUESTIONNAIRE***

### **County Cooperative Contract Purchasing System\***

Vendor will extend contract prices to "County Cooperative Contract Purchasing System" Participants as described in [Instruction to Bidders](#) .

Yes

No

\*Response required

### **Signature Page\***

The information on this page will be used to process contract documents and ensure your BRC is valid. Please make sure the address on this page is the address you want your contract mailed to.

Please complete the form by clicking on the link. Make sure that the email you complete the form with matches the email of your vendor account.

*\*Please note that the County's preferred method of submission is DocuSign.*

[Click here to go to the form](#)

\*Response required

### **Copy of Bidder's New Jersey Business Registration Certificate**

Please use this area to upload your company's BRC.

Use this link to verify your company's BRC:

[https://www1.state.nj.us/TYTR\\_BRC/jsp/BRCLoginJsp.jsp](https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp)

Please note that a BRC is not required at the time of bid submission but shall be required prior to the award of a contract.

### **Mandatory Equal Employment Opportunity Statement\***

Does the BIDDER comply with the [#Mandatory Equal Employment Opportunity Statement](#)?

Yes

No

\*Response required

### **Americans with Disabilities Act Provisions\***

Does the BIDDER comply with the [#Americans with Disabilities Act Provisions](#)?

Yes

No

\*Response required

**REQUIRED BID DOCUMENTS TO BE EXECUTED\***

Documents include:

- Non Collusion Certification
- Affirmative Action Questionnaire
- Statement of Ownership (N.J.S.A. 52:25-24.2) (Mandatory Document)

FAILURE TO SUBMIT ANY OF THESE DOCUMENTS MAY BE CAUSE FOR REJECTION OF BID.

**Please complete the form by clicking on the link. Make sure that the email you complete the form with matches the email of your vendor account.**

*\*Please note that the County's preferred method of submission is DocuSign.*

[Click here to go to the form](#)

\*Response required

**Requested Documents Pertaining to Affirmative Action**

**Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a Contractor should present one of the following to the County of Ocean:**

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

QUESTIONS BELOW MUST BE ANSWERED BY ALL CONTRACTORS:

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

**If yes, please upload a photocopy of such approval.**

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

**If yes, please upload a photocopy of such certificate.**

**Certification of Non-Involvement in Prohibited Activities in Iran**

**CERTIFICATION IS REQUIRED PRIOR TO CONTRACT AWARD**

Pursuant to N.J.S.A. 52:32-57, et seq (P.L. 2012, c. 25, and P.L. 2021, c. 4), 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. 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 fill out the below Powerform. Please be sure to use the same name and email address you used when logging in to ProcureNow.

**NOTE: The Disclosure of Investment Activities in Iran Statement is not a mandatory document and is not required at the time of bidding. However, this form will be required prior to the award of any contracts.**

[Click here to go to the form](#)

**Copies of all Licenses and Documents required under "Qualifications of Bidder"**

- Yes
- No

**ADDITIONAL VENDOR DOCUMENTATION**

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

**Acknowledgement of Submission of Forms from Current Bid Package\***

Bidders shall complete all documents and acknowledge all terms included with the bid package. All documents should be from this bid package as forms change frequently and the most updated forms are provided in this specification. The forms must not be dated or executed prior to the date of advertising. Failure to follow these instructions is cause for rejection.

- Please confirm
- \*Response required

**Submission of Bid Package\***

By submitting a response to this solicitation, the Vendor understands and acknowledges that all required documents to this solicitation must be submitted and that failure to do so may be cause for rejection.

Bidder also understands that only one (1) bid submission shall be considered. Please DO NOT Submit a manual bid response. Submitting a manual response in addition to the electronic response is cause for rejection of your bid.

- Please confirm
- \*Response required

## ***SCOPE OF WORK***

### **CONTRACT TERMS**

The contract shall be from January 1, 2022 through December 31, 2022, or until delivery is complete unless otherwise stated. The County reserves the right to extend the term of the contract pursuant to N.J.S.A. 40A:11-15. The County reserves the right to extend the contract for one (1) additional year by mutual agreement between the County and the Contractor with no increase in base price.

### **INTENT**

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

### **NO ASSIGNMENT**

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

### **OWNERSHIP DISCLOSURE**

All contractors shall comply with all laws governing the disclosure of all stockholders or partners, as included in N.J.S.A. 52:25-24.2.

### **MODIFICATIONS AND WITHDRAWALS**

Bids may be withdrawn from the bidder prior to the time fixed for opening. No right for withdrawal exists after the bid has been opened. Written request for withdrawal shall be signed by the bidder or proper corporate officers.

### **PROTECTION OF THE BUILDING, SITE AND IMPROVEMENTS**

The Contractor shall, during the course of the work take those precautions necessary to protect buildings from any damage.

The Contractor shall take precautions to protect all trees, shrubs and lawn in the work area. Any damaged trees, shrubs, or lawn area shall be replaced by the Contractor at no cost to the Owner. Replaced trees, etc., will be of similar specie and size.

### **USE OF THE SITE**

The Contractor shall confine his operations to those areas designated by the appropriate department head, or his designee. He shall at all times keep the premises free from accumulation of waste materials or other debris caused by his operations. At the conclusion of the work, he shall remove all waste materials, tools and equipment from the site.

**COORDINATION**

The Contractor shall coordinate his work with the appropriate department head. All work shall be performed so that any interruption of the normal operations shall be minimized.

**PERMITS**

The Contractor shall obtain and pay for all permits and licenses required by this Contract. He further shall request all required inspections and obtain those approvals required. The Contractor must coordinate these activities with the appropriate department head, or his designee.

**COMPLIANCE STANDARDS**

Materials, equipment and installation shall comply with all current rules and regulation of all applicable Federal, State, County and Local Laws, Ordinances, and Regulations.

All work shall be executed in a workmanlike manner and shall present a neat and professional appearance when completed.

## ***SPECIFICATIONS***

### **QUALIFICATIONS OF BIDDER**

1. Bidders shall hold licenses as shown under “License Requirements and Department Information”. Copies of all valid licenses must be included with bid submission or bid will be rejected.
2. Contractor shall supply with bid a copy of all N.J. Commercial Pesticide Applicators Licenses.
3. All work shall be performed by trained IPM practitioners/experienced applicators with a minimum three (3) years experience.
4. Bidder shall submit with the bid evidence showing that he has been performing IPM inspections on Commercial or Government property of comparable size and scope for a minimum of three (3) years.
5. Bidders shall submit verification, upon request, of customers worked for and copies of IPM reports showing their method of identifying pest problems, dates, diagnosing and recommendation for solutions using IPM practices on turf and ornamental landscapes. Each bidder shall present, upon request, evidence of his financial ability to carry out the terms of the contract.

### **FAULTY MATERIALS**

The Contractor shall take full responsibility for faulty materials and/or workmanship and shall remedy all defects due thereto, and pay any damage to Owner resulting there from, which shall appear within one (1) year. The Owner shall give notice of observed defects with reasonable promptness.

### **BID REVIEW**

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

### **AVAILABILITY OF FUNDS**

The County's obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the County for payment of any money shall arise unless, and until funds are made available each year to the Purchasing Agent for the County of Ocean.

### **INVOICING**

Each invoice shall reference the corresponding bid item number for each separate line item amount billed. Each invoice shall have attached a service report with dates and quantity/square footage of all service activity per building

**OTHER**

The County of Ocean shall not be responsible for any material over the specified amount of product. Material shall be applied by contractor using contractor's equipment. Equipment shall be professional quality equipment.

Contractor shall be responsible to properly calibrate equipment and apply product at the rate on the label.

**TRANSITIONAL PERIOD**

In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or The County of Ocean, the Contractor shall continue all terms and conditions of said contract for a period not to exceed (1) month at the County's request.

**UNSATISFACTORY PAST PERFORMANCE**

Bids received from bidders who have previously failed to complete contracts within the time scheduled therefore, or who have performed prior work for the County in an unacceptable manner, may be rejected.

**TERMINATION OF CONTRACT**

A. If, through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the County shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the County of any obligation for balances to the contractor of any sum or sums set forth in the contract. Examples of Non-Compliance with the terms of the contract include, but are not limited to, causing damage to County property, failing to obtain proper approvals before starting work, failure to provide reports as required, failure to follow the appropriate department representative's instructions and to produce effective results.

B. Notwithstanding the above, the contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the contractor and the County may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the County from the contractor is determined.

## ***PRICING PROPOSAL***

### **INTEGRATED PEST MANAGEMENT**

<b>Line Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit of Measure</b>	<b>Unit Cost</b>	<b>Total</b>	<b>Comments</b>
1	Broadcast Spraying any Pesticide Product on Turf over 5,000 Square Feet - Labor Only, 6 times per year (1,589,119 Sq. Ft. x 6)=	9,534,714	SQ. FT.			
2	Spot Treat Spraying any Pesticide Product on Turf under 5,000 Square Feet - Labor Only	20	HR			
3	Broadcast Spreading any Granular Pesticide Product on Turf over 5,000 Square Feet - Labor Only, 6 times per year (1,589,119 Sq. Ft. x 6)=	9,534,714	SQ. FT.			
4	Broadcast Spreading any Granular Pesticide Product on Turf (Spot Treat) under 5,000 Square Feet - Labor Only	30	HR			
5	Spray Applications of any Pesticide or Fertilizer on Ornamental Shrubs or Trees - Labor Only	20	HR			
6	Broadcast Spreading of any Granular Fertilizer or Pesticide in Ornamental Shrub Beds or Trees - Labor Only	20	HR			
7	Manual Pruning of Shrubs/Trees and Hedge Trimming - Labor Only	1,100	HR			
8	Slice Seeding, Fall - Labor Only	1,589,119	SQ. FT.			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Comments
9	Shrub Bed Sanitation - Labor Only	1,000	HR			
10	Curb & Sidewalk Herbicide Spraying - Hourly Labor Rate Per Person Only	2,000	HR			
11	IPM Inspections	10	EA			
<b>TOTAL</b>						

**IRRIGATED TURF AREA LOCATIONS**

<b><u>BLDG. #</u></b>	<b><u>ADDRESS</u></b>	<b><u>SQUARE FOOTAGE</u></b>
1, 2, 3, 5, 6	Mott Place Complex 239 Washington St. Toms River	149,576 Sq. Ft.
8	Supt. of Schools 212 Washington St. Toms River	3,496 Sq. Ft.
12	44 Hadley Ave. Toms River	13,098 Sq. Ft.
13 & 68	Northern Recycling Center 601 New Hampshire Ave. Lakewood	
	(all turf areas)	177,746 Sq. Ft.
	(Shrub/mulch beds)	194,211 Sq. Ft.
14 & 15	Park Garage & New Admin. Building 129 Hooper Ave. Toms River	164,212 Sq. Ft.
	As Follows:	
	A-Madison Ave.	70,761 Sq. Ft.
	B-Hadley Ave.	84,175 Sq. Ft.
	C-Historical Society	9,276 Sq. Ft.
16	Annex 119 Hooper Ave. Toms River	1,800 Sq. Ft.
17	Administration Bldg. 101 Hooper Ave. Toms River	20,095 Sq. Ft.
19	Justice Complex 120 Hooper Ave. Toms River	29,471 Sq. Ft.
22 & 23	Bishop & Main Libraries 101 Washington St. Toms River	20,476 Sq. Ft.



**IRRIGATED TURF AREA LOCATIONS (Cont'd)**

<b><u>BLDG.#</u></b>	<b><u>ADDRESS</u></b>	<b><u>SQUARE FOOTAGE</u></b>
24	125 Washington St. Toms River	11,000 Sq. Ft.
25 & 26	B&G Custodial & 15 Hooper 15 Hooper Ave. Toms River	10,542 Sq. Ft.
27	14 Hooper Ave. Toms River	620 Sq. Ft.
28 & 67	100 & 102 E. Water St.. Toms River	8,863 Sq. Ft.
29	Jackson Animal Shelter Route 547 Jackson	27,518 Sq. Ft.
33	53 Mapletree Road Toms River	10,900 Sq. Ft.
36	J.I.N.S. Building 155 Sunset Ave. Toms River	25,382 Sq. Ft.
37	Juvenile Detention Center 165 Sunset Ave. Toms River	58,872 Sq. Ft.
38	Health Building 175 Sunset Ave. Toms River	49,663 Sq. Ft.
39	Agricultural Bldg. 1639 Whitesville Road Toms River	17,600 Sq. Ft.
41	Northern Resource Center 225 Fourth St. Lakewood	8,621 Sq. Ft.

**IRRIGATED TURF AREA LOCATIONS (Cont'd)**

<b><u>BLDG.#</u></b>	<b><u>ADDRESS</u></b>	<b><u>SQUARE FOOTAGE</u></b>
52	O.C. Emergency Services Bldg. Rt. 530 & Mule Rd. Berkeley	62,328 Sq. Ft.
53	C.I.U. 144 Chestnut St. Toms River	4,516 Sq. Ft.
56	R.J. Miller Airpark Terminal Bldg. Rt. 530 & Mule Rd. Berkeley	30,000 Sq. Ft.
58	Communications 146 Chestnut St. Toms River	1,325 Sq. Ft.
60	Archives Chestnut St. Toms River	20,637 Sq. Ft.
65	B&G/Printing Chestnut St. 162 Chestnut St. Toms River	15,435 Sq. Ft.
91	First Aid/Fire Training Center 200 Volunteer Way Waretown	42,400 Sq. Ft.
104 – 114	Southern County Complex Business Park Haywood Road Manahawkin	90,000 Sq. Ft. in Stafford

As Follows:

- 104. Southern Animal Shelter
- 105. Recycling Storage Building
- 106. Transportation/Construction Inspections
- 107. Vehicle Services Building & Truck Wash
- 108. Road Department Salt Barn
- 109. Road Department Garage

**IRRIGATED TURF AREA LOCATIONS (Cont'd)**

<b><u>BLDG.#</u></b>	<b><u>ADDRESS</u></b>	<b><u>SQUARE FOOTAGE</u></b>
104 – 114 (Cont'd)	110. Road Department Storage Building 111. Road Department Sweeper Barn 112. Road Department Pole Barn 113. Recycling Transfer Facility 114. SWM Administration Building/Scale House	
124-124A	Manchester Garage Complex 2820 Ridgeway Rd., Manchester	144,000 Sq. Ft.
Follows:		As
Manchester Garage		124
	124A Manchester IT Center 124B Salt Dome Manchester 124C Pole Barn Manchester 124D Storage Building Manchester 124E Sweeper Barn Manchester	
Sq. Ft.	78 Water St. &  Seaport Society Toms River	10,504
	<b>IRRIGATED TOTAL:</b>	<b>1,589,119 Sq. Ft.</b> <b>36.48 Acres</b>

**NON-IRRIGATED TURF AREA LOCATIONS**

<b><u>BLDG.#</u></b>	<b><u>ADDRESS</u></b>	<b><u>SQUARE FOOTAGE</u></b>
8	Voter Technology Warehouse 110 Lehigh Ave Lakewood	16,200 Sq. Ft.
32	Hills behind Central Supply Chestnut St. Toms River	10,800 Sq. Ft.
33	Hills behind Sign Shop Chestnut St. Toms River	28,494 Sq. Ft.
40	P.I.C. Bldg. 1959 Rt. 9 Toms River	13,139 Sq. Ft.
	Hills behind Communication and C.I.U. Chestnut St. Toms River	5,050 Sq. Ft.
115	Southern Service Center 179 Route 9 South Manahawkin	138,390 Sq. Ft.

**NON-IRRIGATED TOTAL: 212,073 Sq. Ft.  
4.87 Acres**

**SCOPE OF THE WORK**

*Spraying:* Spraying must not interfere with the County workforce, pedestrian or highway traffic in or around County buildings, grounds, and roads. Contractor must schedule work with the department he is doing the work for and monitor weather conditions to determine most appropriate time to apply material. A written quote must be submitted and approved by Department head before work begins, labor and materials (if required) listed separately (itemized).

Contractor must provide and use proper road safety equipment during operation, such as signs for men working, traffic cones, and when applicable, flagmen for the road work. All shrub and turf areas that are treated must be flagged with pesticide flags and if necessary, roped off until product is completely dried, at which time contractor is responsible to remove all flags and barriers.

Contractor must give notice in writing (with quote) of whether product needs to dry on target or be watered in so that irrigation controls can be set accordingly.

If any additional problems are found during application, contractor is to give a written quote stating the building's location, what the problem is, and the total cost of labor and materials (if required), listed separately (itemized).

*Materials and Equipment:* The County of Ocean shall not be responsible for any material over the specified amount of product. Material shall be applied by contractor using contractor's equipment. Equipment shall be professional quality equipment.

Contractor shall be responsible to properly calibrate equipment and apply product at the rate on the label.

*Work Schedule:* The County prefers that the Contractor shall perform work during off peak hours, before 8:00 a.m., or after 4:30 p.m. or during weekends and official County Holidays. A copy of the official holiday schedule can be obtained from the appropriate department at the beginning of each calendar year. Work for individual departments shall be performed based on a schedule mutually agreed to by the Department Representative and the Contractor.

The contractor will be responsible for providing and using proper road safety equipment during operations, such as warning or men working signs, traffic cones, and, when applicable, flagmen.

Contractor shall be responsible for all and any necessary advertisements and permits which may be required.

The use of traps, turf diagnostic kits, growing degree days (GDD), and other methods of determining pest emergence and population levels is encouraged.

*Control Tactics:* IPM Program decisions for controlling a pest are based on the size population, time of the year, pest life cycle, plant size, health, property locations, natural enemies present and environmental conditions. Infestations which cannot be tolerated or that exist at damaging levels are treated with a pest-specific control.

*Cultural Controls:* The County will make all efforts to create healthy, vigorous plants and turf to reduce stress, to avoid and/or withstand problems by using proper cultural practices.

**SCOPE OF THE WORK (Cont'd)**

*Mechanical Controls:* The contractor will be responsible in correcting problems by mechanical means, i.e. pruning out dead wood/suckers, removing disease infested plant parts, removing insect egg masses or nests before they emerge/hatch by hand-picking, pruning out, or hedge and tree trimming.

*Pesticides:* Pest-specific, short residual products are used as a last resort on outbreak populations. Spot treat infested plants/turf only according to monitoring data and pest life stage timing. Pesticide recommendations are available through Rutgers Cooperative Extension of Ocean County and are expected to be utilized and communicated to delegated County employee.

All work estimated and performed shall be at an hourly rate for spot treatment and manual pruning and per square foot rate (over 5,000 square feet) for larger areas.

It is anticipated that the broadcast spraying of pesticide product and the broadcast spreading of granular pesticide product will take place six (6) times per year.

Slice seeding of all irrigated turf areas shall be performed once in the fall. The County of Ocean will not be responsible for payment of any material over the specified amount of product to be applied. The County of Ocean shall supply all required materials to be applied by contractor.

Material shall be applied by contractor using contractor's equipment. Equipment must be professional quality ground equipment with flotation tires, proper boom nozzles, and gauges, all in good, clean, safe working condition, applicable for spraying large turf areas. Equipment must be easily converted for hand spraying. Contractor is fully responsible to properly calibrate equipment and apply material according to manufacturer's label. Equipment shall be thoroughly cleaned and sanitized of any residue prior to mixing. Contractor shall be liable for any damage done to turf, shrubs, or trees due to carelessness, negligence or improper calibration of equipment.

*Results:* Pesticide applications are expected to eradicate pest problems with one application of properly mixed and properly applied products unless otherwise noted on label and written on quote to inform Department that more than one (1) application is required.

Tracking dye is a mandatory requirement. The contractor shall take all precautions necessary to avoid off target spray, which may harm plant life or stain sidewalks, etc. Minimum acceptable results shall be 90% to 95% die back/control.

The County of Ocean shall not be responsible for any labor charges on callbacks due to improper application, which results in less than satisfactory treatments.

The amount of Post Emergent required will be directly related to the success of the Pre Emergent Application on turf.

**I.P.M. INSPECTIONS**

IPM inspections shall be performed on the following dates: (weather permitting)

2021: 5/6, 5/20, 6/3, 6/17, 7/8, 7/22, 8/4, 8/18, 9/9, 9/23.

2022\*: 5/5, 5/19, 6/2, 6/16, 7/7, 7/21, 8/4, 8/18, 9/8, 9/22.

\*If option to extend for another year is exercised.

The purpose of these inspections is to gather landscape turf plant pest information at all listed locations that are identified as irrigated sites. IPM inspections shall be performed by an experienced IPM practitioner with a minimum of five (5) years' experience in IPM scouting. The IPM practitioner shall gather and log plant and turf information and determine the general conditions present identifying not only pests but beneficial insects and cultural conditions present. Trap locations shall be inspected during each IPM inspection.

Once started the IPM inspection shall be continuous until all locations listed are completed without a break in schedule (weather permitting). The inspection dates may be modified to accommodate weather conditions, growing degree-days, and pest activity.

The contract owner and IPM practitioner shall carry with him/her pruning shears (bypass or anvil), isopropyl alcohol, reference books, a magnifying glass, bags for soil samples and plant samples, marking ribbon, pocket knife, a pen and a pad to document all site inspections, a pager and cellular phone so they may be contacted at all times throughout the duration of the contract.

Recommendations and price quotes shall be made in writing and brought to Buildings and Grounds at 162 Chestnut Street, Toms River, (732) 575-9641, within forty-eight (48) hours of the completion of the inspection.

Upon review of the IPM inspection by the contractor and Buildings and Grounds, if pest population warrants treatment in a particular area, such treatment shall be done, upon approval, before the next IPM inspection.

If, during an IPM inspection, the contractor is required to take immediate remedial action (spot treat) using a pesticide or other treatment method to eradicate a serious problem he/she is to phone the Buildings and Grounds Department to inform them of the problem, and to obtain authorization to proceed. In all crisis situations the least toxic pesticide and approach shall be used.

If pest population density does not warrant treatment but pests are present, the contractor shall continue to monitor that site between IPM formal inspections and make updated reports on that location.

*Sanitation*: The IPM practitioner will be expected to do minor pruning of deadwood, on shrubs including pest damaged branches, and handpick pests if populations are low enough during the IPM inspections.

*Growing Degree Days*: The contractor shall be responsible to chart growing degree days beginning March 1st of each year and is to use the information to predict pest activity and log the information on the bi-weekly IPM report.

**SCOPE OF THE WORK (Cont'd)****RECORD KEEPING**

The contractor shall be required to keep records of all monitoring and applications of pesticides applied on County grounds (shrubs, trees, turf, etc.). These records shall be made available to the department the Contractor is doing the work for upon twenty-four (24) hours notice.

Contractor is also responsible for the submittal of all required records to the N.J.D.E.P. according to N.J.A.C. 7:30-6.8.

*Reports:* Beginning each season the contractor shall submit a comprehensive IPM plan for the coming growing season. The plan shall list previous problem areas and IPM strategy for the new season.

Upon completion of each bi-weekly inspection the contractor shall meet with the department designee he or she is doing the work for within forty-eight (48) hours. The report shall establish the conditions on each listed building location with a description of any pest problems and the cost to rectify the problem. The bi-weekly reports shall also include up to date pesticide accumulations, as well as growing degree days and precipitation amounts. In addition to the bi-weekly reports a monthly synopsis shall be submitted outlining pest strategies accomplished as well as pest strategies planned.

**LICENSE REQUIREMENTS AND DEPARTMENT INFORMATION****Buildings & Grounds**

Mr. Joseph J. Meyers  
5 Mott Place  
Toms River, N.J. 08753  
(732) 929-2039

\* License

**3A Ornamental**  
**3B Turf**