

Monmouth Beach Board Of Education  
7 Hastings Place  
Monmouth Beach, NJ 07750

The Monmouth Beach Board of Education is seeking bids for the provision of grounds maintenance services and/or snow removal at the Monmouth Beach School for the period of May 15, 2015 to March 31, 2018. The contract may be renewed upon mutual consent in accordance with State law. Bids must be submitted to the Monmouth Beach Board of Education, ATTN: Dennis Kotch, School Business Administrator, 7 Hastings Place, Monmouth Beach, NJ 07750 by 10am on May 12, 2015 at which time all bids will be opened and read in public.

1. BOND REQUIREMENTS

A BID bond MUST accompany the bid. The bid bond may only be a certified check, cashier's check or surety company bond (no cash) and be in the amount of \$2,000. The bid bonds of the three lowest bidders will be retained until a contract has been entered into, whereupon all bid bonds will be returned. A bid bond is a financial guarantee that the bidder will honor the bid.

The Monmouth Beach Board of Education will require the successful low bidder to provide a PERFORMANCE bond as part of the contract process. The performance bond is to ensure the faithful performance of all work under the contract in accordance with the terms of these bid specifications and resulting contract. The performance bond must be in the amount of \$5,000 and may be in the form of a certified check, irrevocable letter of credit or surety company bond (no cash). Upon satisfactory completion of the contract, the performance bond will be returned.

2. AWARD OF CONTRACT

The Monmouth Beach Board of Education may award a single contract for both grounds maintenance and snow removal on the basis of total estimated cost or two separate contracts to the lowest responsive and responsible bidder(s). Following the award of a contract(s), all contract documents must be completed and returned within 21 days (Sundays and holiday excluded) by the Contractor(s) unless the Monmouth Beach Board of Education agrees to an extension.

3. SHIPPING AND DELIVERY

All charges for goods and services shall include shipping, delivery, handling, storage, overhead and profit. The Monmouth Beach Board of Education will not pay labor rates for travel time or for pick-up or delivery of materials.

#### 4. DELIVERY TIME

All deliveries to the Monmouth Beach Board of Education shall be between the hours of 8:30am and 3:00pm Monday through Friday.

#### 5. SANCTIONS FOR FAILURE TO PERFORM

In case of a failure to complete work within the schedule included in these specifications, the Monmouth Beach Board of Education reserves the right to solicit service from any other vendor and to charge the contractor for any increased cost over what would have been due under the contract rates. Should the successful bidder fail to complete work within the schedule, the contractor will be penalized five percent of the contract amount for each day or part thereof that the contractor is late.

#### 6. ADDENDA AND INTERPRETATIONS

**No interpretation of the meaning of the specifications or other contract documents will be made to any bidder orally.** All requests for such interpretation shall be in writing and **emailed** to Mr. Dennis Kotch, School Business Administrator/Board Secretary, Monmouth Beach Board of Education at [kotch@mbschool.org](mailto:kotch@mbschool.org). To be given consideration, requests must be received at least seven days prior to the date fixed for the opening of bids. Any written addenda to the bid specifications will be faxed, e-mailed or hand delivered to all prospective bidders known to the district at the respective addresses furnished by the prospective bidders not later than five days prior to the date fixed for the opening of bids. Failure of any bidder to receive such addenda or interpretation shall not relieve any bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract.

#### 7. INSURANCE REQUIREMENTS

As part of the contract process, the successful bidder will be required to provide a Certificate of Insurance evidencing the following coverages as a minimum and naming the Monmouth Beach Board of Education as an additional insured:

General Liability \$2,000,000

Personal Injury \$1,000,000

Workers Compensation –statutory limits

#### 8. NJ BUSINESS REGISTRATION CERTIFICATE

All bidders must submit **WITH THEIR BID** a copy of their New Jersey Business Registration Certificate issued by the NJ Department of Treasury, Division of Revenue. Go to [www.nj.gov/dca/lgs/lpcl](http://www.nj.gov/dca/lgs/lpcl) or call [609-292-7842](tel:609-292-7842) for information if you need to obtain this required document.

## 9. CONTRACT CONDITIONS

It is the intent of the Monmouth Beach Board of Education to either award a single contract for both grounds maintenance and snow removal on the basis of total estimated cost or two separate contracts to the lowest responsive and responsible bidder(s). The bidders must insert the price bid upon the bid sheet that is provided with these specifications and complete all required information on the bid sheet. Prices shall be exclusive of all taxes as the school district is exempt from taxation. The amounts bid will not be permitted to change during the initial term of the contract. The Monmouth Beach Board of Education may terminate the contract at any time upon a finding of unsatisfactory performance.

## 10. DESCRIPTION OF WORK

The District does not guarantee that any work will be performed under the resulting contract; all work is subject to the availability of funding.

Travel time will not be paid.

By submitting a bid, the bidder certifies that he/she owns, leases or controls all of the necessary equipment required to perform under the contract.

The contractor may be excused at the discretion of the Monmouth Beach Board of Education from performance if he is subject to a bona fide organized labor dispute.

The contractor shall maintain all licenses required by the State of New Jersey to perform all required work under the contract.

On the direction of district personnel, work shall be scheduled to suit school operations. Work should be completed sequentially unless otherwise directed by district personnel. Once work commences, it is to be completed in a continuous fashion.

The contractor shall furnish all labor, tools, machinery, equipment and services necessary to complete the work. The contractor shall protect at his own expense all of his work, material and equipment from damage or loss while performing work under the contract.

The contractor shall be responsible for ensuring compliance with lock out-tag out requirements.

The Business Administrator of the Monmouth Beach Board of Education or his designee is required to certify approval prior to payment. Payment will only be made following the provision of services; no advance payments will be made. The District pays bills once each month.

## 11. SUBCONTRACTING

Subcontracting of any of the work to be performed under this contract is prohibited without the express written consent of the Monmouth Beach Board of Education.

## 12. AFFIRMATIVE ACTION

Bidders are required to comply with the requirements of PL 1975, C 127 (Affirmative Action Employment Law) and PL 1977, C 33 and C114.

The low bidder must submit within 7 days of notice of intent to award a contract one of the following: a copy of the Federal Letter of Affirmative Action Plan Approval or a copy of the Certificate of Employee Information Report or a completed Affirmative Action Employee Information Report (Form AA 302, available from the Monmouth Beach Board of Education or the New Jersey Department of Treasury).

## 13. BID SUBMISSION

All bids must be submitted on the bid sheet provided in these specifications. Bidders are required to submit WITH THE BID the Declaration of Ownership, indicating all persons owning 10 per cent or more of the stock or equity of the corporation. Bidders are required to submit the Affidavit of Non-Collusion.

The bid MUST be in a sealed envelope, clearly marked on the outside, "GROUNDS MAINTENANCE/SNOW REMOVAL BID ENCLOSED". The District will not be responsible for bids that are inadvertently opened due to the bidder's failure to clearly mark the envelope as indicated.

## 14. AMERICAN MADE GOODS

The contractor is required to supply American made products under the contract whenever they are available.

## 15. PAYMENT PROCEDURES

The District will pay the annual amount of the contract in equal installments only during the months that work is required under the contract. Bids are to be submitted on an annual basis for the period of April 1 to March 31.

## 16. SCOPE OF WORK (GROUNDS MAINTENANCE)

Weekly maintenance of all grounds is required at the following location:

- Monmouth Beach School, 7 Hastings Place

Please refer to the attached site plans for a delineation of the grounds that require maintenance.

Trimming of all shrubs and clean-up of all beds is required three times per year at or about April 15<sup>th</sup>, September 1<sup>st</sup> and November 30<sup>th</sup>. The Contractor is required to apply mulch to all landscape beds at the April 15<sup>th</sup> and September 1<sup>st</sup> cleanings.

Cutting, line trimming and edging is to be performed weekly. The following is the required cutting schedule:

- April 1 to November 30, once per week anytime after 3:30pm on weekdays and anytime on Saturdays.

All areas requiring line trimming (i.e., along fences, benches, curbs, building edges, etc.) and edging (i.e., along walkways, driveways, curbs, etc.) bordering and within the designated areas are the responsibility of the contractor.

Flexibility and cooperation on the part of the contractor are required in light of athletic activities, graduation ceremonies, weather conditions or other unseen considerations. A written confirmation of any revised schedule will be given to the contractor.

If the condition of the grounds due to moisture makes it impractical or inadvisable in the opinion of the contractor to conduct grounds maintenance activities, the contractor will consult with the Head Custodian. If work must be postponed, it will be performed on the first day that work is possible.

No weeds should be present at curbs, sidewalks, blacktop, flowerbeds, or around buildings at any time.

If the Contractor fails to perform any activity required under the contract, the District may retain the services of any other grounds contractor to complete the activity and deduct the required payment from the monthly amount due the Contractor.

No dumping of grass clippings, debris or weeds is permitted on Board property without the written permission of the Business Administrator.

One courtyard at the Monmouth Beach School is part of the cutting contract. This courtyard must be inspected weekly and kept free of weeds and debris at all times. The Contractor will need to coordinate his schedule with the Head Custodian so as to secure access to the courtyard in conjunction with the District custodial staff. The courtyard is also part of the thrice-annual grounds clean-up.

The Contractor is required to provide and apply fertilizer and weed control products on a routine basis. The Contractor must provide the Head Custodian with all MSDS sheets of the products being applied, one week prior to the application. The Contractor must also

coordinate the day and time of each application with the Head Custodian so as to not interfere with any school functions and to be in compliance with all applicable laws.

The Contractor is responsible for visiting the District site to familiarize him/herself with the work in question before submitting a bid. Visits may be scheduled with the Head Custodian (732-222-6139), and visitors must register at the Main Office upon arrival.

The performance period of the contract shall be May 15, 2015 to March 31, 2018. If services are required outside of these performance period dates, the contractor will be paid at the unit price bid.

Bidders are required to complete the hourly unit price and material mark-up portions of the bid. Any landscaping work outside of the scope of these bid specifications (e.g., additional seeding, top dressing, sod installation, planting of trees or bushes) will be paid at the rates bid. Additional work shall only be performed following the receipt of a written work order from the Business Administrator.

#### 17. SCOPE OF WORK (SNOW REMOVAL)

During the term of this agreement, the Contractor will perform the following snow and ice maintenance program services on the premises:

- The Contractor is to clear snow accumulations from driveways, parking spaces and walks on the premises after a 2-inch snow accumulation or upon the request of the District.
- After the Contractor clears an area of snow on the premises by plowing or shoveling, the Contractor is to apply ice melt and a salt/sand mix to such areas.
- The Contractor is to apply ice melt and a salt/sand mix to snow accumulations of less than one inch or when dangerous ice conditions occur or upon the request of the District.
- The Contractor is to make follow-up visits after any storm to touch up or perfect the entire site as necessary.

STOCK OR EQUITY DISCLOSURE STATEMENT

MONMOUTH BEACH BOARD OF EDUCATION  
7 HASTINGS PLACE  
MONMOUTH BEACH NJ 07750

This certification is required by Chapter 33, Laws of 1977.

I certify that the following are the names and addresses of all persons or entities owning ten percent or more of the stock or equity of the bidder or supplier on whose behalf this certification is filed:

NAME

ADDRESS

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If any of the above entities is a corporation, then the following are the names and addresses of all persons owning ten percent or more of that corporation:

NAME

ADDRESS

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I will notify the Secretary of the Board of Education of any changes to the above list within ten days of such change.

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name)

\_\_\_\_\_  
(Title and date)

NON-COLLUSION AFFIDAVIT

I, \_\_\_\_\_, of the city of \_\_\_\_\_  
In the county of \_\_\_\_\_ and the state of \_\_\_\_\_  
being of full age and 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 provision of goods or services to the Monmouth  
Beach Board of Education and that I executed the said proposal with the full authority to  
do so; that said bidder has not, directly or indirectly, entered into any agreement,  
participated in any collusion or otherwise taken any action in restraint of free,  
competitive bidding in connection with the above named project, and that all statements  
contained in said proposal and in this affidavit are true and correct, and made with full  
knowledge that the Monmouth Beach Board of Education relies upon the truth of the  
statements contained in said proposal and in the statements contained in this affidavit in  
awarding the contract for the said project.

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

\_\_\_\_\_  
(Name of contractor)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
DATE



DRAFT OF THE CONTRACT THAT WILL BE REQUIRED TO BE SIGNED BY THE  
SUCCESSFUL BIDDER FOR THE PROVISION OF GROUNDS MAINTENANCE  
SERVICES

Successful Bidder  
123 Main Street  
Anytown, NJ 07777

Dear Sirs:

I am pleased to inform you that at the Board Meeting of \_\_\_\_\_, the Monmouth Beach Board of Education voted to award your firm a contract for the provision of grounds maintenance and snow removal services pursuant to the bid submitted on \_\_\_\_\_ in response to our bid solicitation of \_\_\_\_\_. Please sign and return a copy of this letter to me indicating your acceptance of this contract. The contract shall include by reference the terms of the bid specifications dated \_\_\_\_\_.

Please return with your signed copy of this letter the following required documentation:

1. the performance bond in the amount of \$5,000
2. a copy of your Certificate of Employee Information Report that would have been issued to you by the NJ Department of Treasury for affirmative action purposes; if you do not have a Certificate of Employee Information Report, please contact me immediately for the required application form

We look forward to a successful contract with your firm.

Cordially,

Dennis W. Kotch  
Board Secretary/School Business  
Administrator

The [successful grounds maintenance/snow removal bidder] agrees to the terms of the contract as indicated above.

\_\_\_\_\_  
Authorized Representative

GROUPS MAINTENANCE/SNOW REMOVAL SERVICES BID SHEET

MONMOUTH BEACH BOARD OF EDUCATION

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Name of Bidder

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Address

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Phone

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Signature

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Printed Name & Title

Base Bid for grounds maintenance for May 15, 2015 to March 31, 2016, said amount to be divided by six months and paid monthly from June 1, 2015 to November 2015:

\$ \_\_\_\_\_

Base Bid for grounds maintenance for April 1, 2016 to March 31, 2017, said amount to be divided by eight months and paid monthly from April 2016 to November 2016:

\$ \_\_\_\_\_

Base Bid for grounds maintenance for April 1, 2017 to March 31, 2018, said amount to be divided by eight months and paid monthly from April 2017 to November 2017:

\$ \_\_\_\_\_

Hourly Unit Price for labor and percentage mark-up over invoice for material for landscaping work not included in these specifications:

Hourly Rate, Foreman, for labor, May 15, 2015 to March 31, 2016: \$ \_\_\_\_\_

Hourly Rate per laborer for labor, May 15, 2015 to March 31, 2016: \$ \_\_\_\_\_

Hourly Rate, Foreman, for labor, April 1, 2016 to March 31, 2017: \$ \_\_\_\_\_

Hourly Rate per laborer for labor, April 1, 2016 to March 31, 2017: \$ \_\_\_\_\_

Hourly Rate, Foreman, for labor, April 1, 2017 to March 31, 2018: \$ \_\_\_\_\_

Hourly Rate per laborer for labor, April 1, 2017 to March 31, 2018: \$ \_\_\_\_\_

Percentage mark-up over invoice amount for material not required in these specifications:

\_\_\_\_\_ %

Hourly rates for snow removal for May 15, 2015 to March 31, 2016:

- Pickup trucks with plow \$ \_\_\_\_\_
- Dump truck with plow \$ \_\_\_\_\_
- Skid steer loader \$ \_\_\_\_\_
- Backhoe loader \$ \_\_\_\_\_
- Laborer with shovels, blowers or spreaders \$ \_\_\_\_\_

Hourly rates for snow removal for April 1, 2016 to March 31, 2017:

- Pickup trucks with plow \$ \_\_\_\_\_
- Dump truck with plow \$ \_\_\_\_\_
- Skid steer loader \$ \_\_\_\_\_
- Backhoe loader \$ \_\_\_\_\_
- Laborer with shovels, blowers or spreaders \$ \_\_\_\_\_

Hourly rates for snow removal for April 1, 2017 to March 31, 2018:

- Pickup trucks with plow \$ \_\_\_\_\_
- Dump truck with plow \$ \_\_\_\_\_
- Skid steer loader \$ \_\_\_\_\_
- Backhoe loader \$ \_\_\_\_\_
- Laborer with shovels, blowers or spreaders \$ \_\_\_\_\_

Bidder's checklist of items that MUST be included with the bid:

\_\_\_\_\_ This Bid Sheet, signed and completed

\_\_\_\_\_ Bid Bond of \$2000 in the form of a certified check, cashier's check or surety company bond only

\_\_\_\_\_ Stockholder Disclosure form

\_\_\_\_\_ NJ Business Registration Certificate

\_\_\_\_\_ Non-Collusion affidavit